

Jon D. Derrevere, Esquire (FBN: 330132)
Derrevere, Hawkes & Black
470 Columbia Drive, Bldg B
West Palm Beach, FL 33409
561-684-3222
Pro Hac Vice

CHARLES K. BRUNN (CBN: 28021)
BRUNN & FLYNN
928 12th Street, Suite 200
P.O. Box 3366 (95353)
Modesto, California 95354

Attorneys for Plaintiff
FIREMAN'S FUND INSURANCE COMPANY,
a foreign corporation a/s/o BASIC RESOURCES, INC.
and GEORGE REED, INC., a foreign corporation

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

FIREMAN'S FUND INSURANCE
COMPANY, a foreign corporation
a/s/o BASIC RESOURCES, INC.
and GEORGE REED, INC., a foreign
corporation,

Plaintiff,

vs.

GERLING AMERICA INSURANCE
COMPANY, a foreign corporation,

Defendant.

CASE NO. C 07 06302 CRB

**FIRST SUPPLEMENTAL DECLARATION
OF JON D. DERREVERE IN SUPPORT OF
PLAINTIFF'S MOTION FOR COURT TO
TAKE JUDICIAL NOTICE OF COURT
RECORDS OF UNDERLYING STATE
COURT ACTION, FOR MOTIONS FOR
FINAL SUMMARY JUDGMENT [DUE TO
BE FILED JULY 3, 2008 (D.E. 30)] AND
FOR ALL OTHER PURPOSES [F.R.E.201]**

**Hearing Date: August 8, 2008
Time: 10:30 a.m.
Courtroom: 8**

TO: THE HONORABLE COURT AND TO DEFENDANT AND COUNSEL OF RECORD:

I, JON D. DERREVERE, declare as follows:

1. I am an attorney at law duly admitted to practice in the State of Florida, and have
been granted the privilege to appear before this Court pro hac vice on behalf of the Plaintiff,

1 FIREMAN'S FUND INSURANCE COMPANY a/s/o BASIC RESOURCES, INC. and GEORGE
2 REED, INC. ("FFIC").

3 2. I am a principal in the law firm of Derrevere, Hawkes & Black.

4 3. I am over the age of twenty-one. I am otherwise sui juris. I have personal knowledge
5 of the facts contained herein and if called upon to do so, I could and would testify competently
6 thereto.

7
8 4. At all times material, I have acted as lead counsel for Plaintiff FFIC in the
9 "Underlying Action", entitled "FIREMAN'S FUND INSURANCE COMPANY, a foreign
10 corporation as Subrogee of (a/s/o) BASIC RESOURCES, INC. and GEORGE REED, INC.,
11 foreign corporations vs. GENCOR INDUSTRIES, INC., a foreign corporation, Case No.: 2004-CA-
12 7746, In the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida". I
13 litigated this case through a jury trial which resulted in a Verdict for FFIC. Based on the Verdict, an
14 Amended Final Judgment was entered in favor of FFIC as well as a Final Judgment awarding costs.
15 True and correct copies of The Judgments are attached to the Fourth Amended Complaint in this
16 action (D.E. 29, 29-2 and 29-3). Herein, FFIC has sued Defendant GERLING AMERICAN
17 INSURANCE COMPANY ("GERLING"), which at all times material, was the liability carrier for
18 the Defendant, in the Underlying Action, "GENCOR". FFIC sues GERLING seeking declaratory
19 relief and damages for GERLING's breach of contract [its insurance policy insuring GENCOR at
20 all times material (D.E. 29-1)] for GERLING's failure to pay FFIC, as the victorious plaintiff in the
21 Underlying Action, those Judgment awards entered against GERLING's insured pursuant to the
22 terms of the subject GERLING policy (D.E. 29, 29-1, 29-2, 29-3).

23
24 5. FFIC has requested the Court take judicial notice of certain court records identified
25 in my first Declaration [D.E. 36-1] and herein of the trial transcripts as well as other documents of
26 record in the Underlying State Court Action, pursuant to Federal Rule of Evidence 201. See:
27
28

1 Plaintiff's Motion for Court to take Judicial Notice of Court Records in the Underlying State Court
2 Action to assist the Court in its consideration of Plaintiff's Motion for Summary Judgment and to
3 enable Plaintiff to comply with Civ.L.R. 7-5. I, Jon D. Derrevere, declare that incorporated herein
4 by reference and/or attached hereto are true and correct copies of all eight (8) Volumes of Trial
5 Transcripts together with true and correct copies of the following documents of record in the
6 Underlying State Court Action:
7

8 1. Composite Exhibit 1 – 8 Volumes of Trial Transcript, which are submitted by
9 separate mailing due to size; defense counsel has agreed to waive service of the trial transcripts,
10 having previously received same.

11 2. Exhibit 2 – Notice of Withdrawal of Claims;

12 3. Exhibit 3 – Gencor Contract; and

13 4. Exhibit 4 – Jury Verdict;

14
15 6. Plaintiff submits Composite Exhibit 1 for entry by the Clerk of this Court into the
16 Court Record by separate express mail. The size of Composite Exhibit 1 makes electronic filing not
17 feasible.

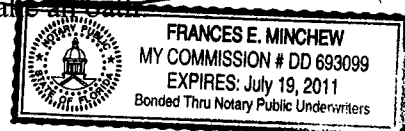
18 I declare under penalty of perjury that the foregoing is true and correct under the laws of the
19 United States. Executed on this 26th day of June 2008 in West Palm Beach,
20 Florida.

21
22 
23 JON D. DERREVERE

24 STATE OF FLORIDA:

25 COUNTY OF PALM BEACH:

26 The foregoing instrument was acknowledged before me this 26th day of
27 June, 2008, by Jon D. Derrevere, who is personally known to me and/or who is
personally known to me. He did not take an oath.



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Frances E. Minchew
(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of :
Commission No. _____
My Commission expires: _____

PROOF OF SERVICE

Fireman's Fund Ins. Co. v. Gerling American Ins.

United States District Court, Northern District of California

Case No.: C 07 06302 CRB

I am employed in the City and County of West Palm Beach, State of Florida. I am over the age of 18 and not a party to the within action; my business address is: Derrevere, Hawkes & Black, 470 Columbia Drive, Building "B", West Palm Beach, Florida 33409.

On June 26th, 2008, I served the foregoing document(s) described as:

FIRST SUPPLEMENTAL DECLARATION OF JON D. DERREVERE IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGMENT AND FOR ALL OTHER PURPOSES [F.R.C.P. 56]

On the interested parties in this action by placing [] the original [X] a true copy thereof enclosed in a sealed enveloped addressed as stated below:

[X] BY REGULAR MAIL:

I caused such envelopes to be deposited in the United States Mail at West Palm Beach, Florida with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service each day and that practice was followed in the ordinary course of business for the service herein attested to.

[X] BY ECF:

I HEREBY CERTIFY that on this 26th day of June, 2008, I electronically filed the foregoing document with the Clerk of Court using CM/ECF. I also certify that the foregoing document is being served this day on: TINO X. DO, Barger & Wolen, LLP, 650 California Street, 9th Floor, San Francisco, CA 94108, tdo@barwol.com and CHARLES K. BRUNN, Brunn & Flynn, 928 12th Street, Suite 200, P.O. Box 3366, Modesto, CA 95354, CBrunn@Brunn-Flynn.com via transmission of Notices of Electronic Filing generated by CM/ECF.

[X] FEDERAL - I declare that I am employed in the office of a member of the Florida Bar, admitted to practice in all Florida Courts and who makes this Pro Hac Vice Application, that our co-counsel and sponsor is a member of the bar of this California Court, and at their direction this service was made. Executed at West Palm Beach, Florida on June 26th, 2008.

NAME: Deanna N. Menendez

Signature: Deanna N. Menendez

EXHIBIT 2

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: 04-CA-007746
DIVISION: 32
COMPLEX BUSINESS
LITIGATION COURT

FIREMAN'S FUND INSURANCE COMPANY, a
Foreign corporation a/s/o BASIC RESOURCES, INC.,
and GEORGE REED, INC., foreign corporations,

Plaintiff,

vs.

GENCOR INDUSTRIES, INC., a foreign corporation,

Defendant.

NOTICE OF WITHDRAWAL OF CLAIMS

COMES NOW the Plaintiff, FIREMAN'S FUND INSURANCE COMPANY a/s/o BASIC RESOURCES, INC. and GEORGE REED, INC. ("FFIC") by and through its undersigned attorneys and hereby withdraws its claims for breach of implied warranty of merchantability set forth in Count II of Plaintiff's Complaint, breach of express warranty as set forth in Count III of Plaintiff's Complaint, and strict liability as set forth in Count IV of Plaintiff's Complaint. FFIC intends to proceed at trial on Count I for breach of contract and Count V for negligence.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Facsimile and U.S. Mail to: Patrick J. Murphy, Esquire, Murphy & Neale,

P.A., 550 Fairway Drive, Suite 203, Deerfield Beach, Florida 33441 this 3rd day
of January 2007.

DERREVERE, HAWKES & BLACK
470 Columbia Drive, Building "B"
West Palm Beach, Florida 33409
(561) 684-3222; Fax: (561) 640-3050
Email: jdd@derreverelaw.com

By: 

Jon D. Derrevere, Esquire
FBN: 330132

EXHIBIT 3

CL# 950-01-040371



One Company • One Source • One Solution

PROUDLY PRESENTS TO
Mr. Wendell Reed

HAWAII
HOTEL
FOR Jim Mofro,
808-886-1234

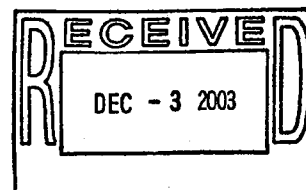
GEORGE REED CO.
P.O. Box 3191
Modesto, CA 95353

OUR PROPOSAL NO. HB-00-01-5245-C
FOR A

12,000 LB. STATIONARY

BATCH PLANT

Presented By: Steve D'Ambra, D'Ambra Equipment & Supply Co.
Prepared By: Patti Ross



CORPORATE HEADQUARTERS
5201 North Orange Blossom Trail • Orlando, FL 32810 • (407) 290-6000 • FAX (407) 578-0577

GEORGE REED CO.

SUMMARY

10' x 14' Six-Bin Stationary Cold Feed System with 30" x 7'6" Feeders with 7.5 HP Variable Speed Drives, 36" Continuous Collector Conveyor with 30 HP Drive	\$ 188,011.00
128" x 38' Stationary Dryer, with Ultra II-135 LP/Oil Fired Burner, Four 50 HP Drives, Feed Chute with Vibrator and Legs to Grade	264,670.00
12,000 Lb. Batch Tower Model #RA-177 with Model SM-177 Mixer with 200 HP Drive, 120 Ton Hot Bins, UHS-3616-D Screen with 30 HP Drive, 50 HP Hot Elevator, Overflow and Oversize Holding Bins with Bin Level Indicators, Circulating AC Line, 3-way Valve, Stairway to Hot Elevator Platform, 25 HP Air Compressor, and Seismic IV Legs	761,001.00
Vertical Cyclone Mounted over Dryer	58,883.00
Model CFS-182, 89,217 CFM Stationary Baghouse, with 1,050 - 7'2" Bags, 18,134 Sq. Ft. of Cloth, 4.92:1 Air-to-Cloth Ratio, Model 542-BCS Exhaust Fan with Two 150 HP Motors, and Seismic IV Legs	333,564.00
12' x 32' Stationary Operator's Control Center, Motor Control Center, Libra Batching Control, Gen III Burner Control and Manual Feeder Control	224,513.00
Two 250 Ton Deluxe Stationary Silos with Safety Gates, 10 HP Air Compressor, and 30 Gallon Air Reservoir	287,902.00
500 TPH x 90' Deluxe Slat Conveyor with Cleanout, Reject, and 100 HP Drive	185,777.00
500 TPH x 16' Two-Way Top of Silo Transfer Conveyor with 30 HP Drive	48,077.00
Remote Controlled Flop Chute with Five Position Feed Gate	12,196.00
HYFGO-200 Hot Oil Hy-Way Heater with Expansion Tank Stand	31,934.00
Two 30,000 Gallon Indirect Fired AC Skidded Tanks, One Single Compartment, and One Split Compartment, (15/15), with 25 HP Unloading Pump, and 4" Unloading Piping, and 4" Recirculating/Batching Piping	167,788.00

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Two 4" Batch AC Pumps and 4" Batching/Recirculating Piping for Two Tanks, Two Compartments	69,030.00
Sub-Total	\$ 2,633,347.00
Less Discount	Deduct \$ 393,668.00
Less Trade-In Equipment	Deduct \$ 250,000.00
TOTAL NET INVESTMENT	\$ 1,989,679.00

NOTE: All prices F.O.B. Factory, unless otherwise stated

NOTES:

Customer is responsible for dust system.

All wiring is conduit.

~~Start-up service and support not provided on 3rd party process controls.~~

If customer elects not to purchase the freight contract, a handling and loading charge will apply.

Gencor batch plants are rated at 45-second mixing cycles.

Price may change based on final layouts due to differences in the lengths of conveyors, augers, slats, total baghouse (standard is 6% @ -200) dust loading, piping, electric characteristics, etc.

If signed and sealed drawings and/or third-party inspection of the equipment is required by your state or other government agencies, there will be additional costs which are not included in this proposal.

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TRADE-IN EQUIPMENT: FEED BIN

Stan-Steel Drum Mix Plant Including the Following Equipment:

- 1.) Cold Feed System
- 2.) Conveyors
- 3.) Dryer
- 4.) Wet Collector
- 5.) Three (3) AC Tanks
- 6.) Heater
- 7.) Control Trailer
- 8.) Two (2) Silos
- 9.) Slat Conveyor
- 10.) Two (2) Truck Scales

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STATIONARY AGGREGATE COLD FEED BIN

10 FT. BY 14 FT. SIX-BIN COLD FEED SYSTEM

Each bin is rated at 29 ton struck capacity and 41 ton heaped capacity based on 100 lbs. per cubic foot.

The cold feed bins are completely assembled with belting installed and factory adjusted. (Based on up to four bins.)

The bins are complete and ready to be erected on concrete footing to be provided by the customer. This eliminates costly job site setup time.

AGGREGATE FEED COMPARTMENTS WITH ADJUSTABLE BIN GATES

The bins are constructed of 1/4 in. steel, welded together to form a steep sided and reinforced bin that is built to provide long, maintenance free operation. The bin support structure includes four legs welded to a main frame. A tapered bin throat opening aids in eliminating the "hourglass" effect of aggregate flow.

The adjustable bin gate is equipped with a rack and pinion type adjusting device with an easily accessible crank handle and clearly visible bin gate opening indicator. With the rack and pinion adjustment, the bin gates can be raised or lowered easily to tune the capacity of bin for the specific aggregate being utilized.

The bin gate also is equipped with dual, no flow/low material switches, one on each side of the gate, with alarm and warning lights remoted to the operator's control console. The dual, no flow switches are an added safety feature that alert the operator with a visual and audible alarm that the flow of aggregate has been totally, or partially, interrupted.

FEEDER BELT ASSEMBLY

A 30 in. wide by 7 ft. 6 in. long feeder belt assembly includes closely spaced, flat, one roll, lifetime lubricated idlers; a 10 in. diameter ribbed rubber, lagged head pulley; a winged type, self-cleaning tail pulley; and 3/16 in. top by 1/16 in. bottom; 2-ply rubber belting with Flexco lacing. The feeder belt is powered by a torque arm, shaft mounted speed reducer; sheaves; and V-belts. The feeder belt is driven by a 7.5 HP variable speed drive system.

For successful drum mix operation, the feeders assure a steady, repeatable supply of accurately proportioned aggregates. For batch plant operation, the feeders' accurate aggregate proportioning always allows the sizing screens' efficiency to be at its highest level.

CONTINUOUS COLLECTOR BELT ASSEMBLY

The 36 in. wide collector belt assembly includes 35 degree, three roll, lifetime lubricated troughing idlers; lagged head pulley; a winged type, self-cleaning tail pulley; and 3/16 in. by 1/16 in. bottom; 2-ply rubber belting with Flexco lacing. The collector belt is powered by a torque arm, shaft mounted speed reducer; sheaves; V-belts and belt guard. The collector belt is driven by a 30 HP AC motor.

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STATIONARY 480 TPH BATCH DRUM

The BATCH DRUM is capable of producing 480 U.S. tons per hour at a discharge temperature of 300 degrees Fahrenheit (240 degrees Fahrenheit heat rise) utilizing a standard type surface mix with uniformly graded virgin aggregates with a maximum of 5% total moisture content in the virgin aggregate feed.

The performance of the BATCH DRUM is based on operation at elevations up to 1000 feet. For elevations above 1000 feet, derate the plant performance by 3% per 1000 feet of elevation. Variations in atmospheric conditions, fuel type, and aggregate gradations may result in a plus or minus 10% variation in this performance.

DRUM AND DRUM DRIVE FRAME

The 128 in. diameter x 38 ft. long drum is constructed of 3/8 in. INX 50 and mounted on a one piece frame. Stiff legs are provided for support on the burner end of the drum. The drum rotates on 20 in. diameter x 12 3/4 in. wide heat treated trunnions with 4 15/16 in. diameter shafts mounted on factory aligned adjustable bearing pads.

The drum drive is friction type with four trunnions that are individually driven by 926 TXT torque arm shaft mounted reducers with sheaves, belts, and belt guard and each powered by a 50 HP, 1800 RPM, ODP electric motor.

FEED HOOD

Feed hood is high gravity entrance type, expanded to provide a knockout chamber equipped with high temperature rubber drum seal, access door, wear liners, vibrators, and dampers.

DISCHARGE HOOD

Discharge hood is ~~sweeper plate~~ ^{Gravity} type with side discharge.

AGGREGATE DRYING ZONE

The aggregate BATCH DRUM inlet spiral flights assure a continuous flow of the virgin aggregate into the abrasion resistant steel Ultra flights. The flights create a continuous veiling of the aggregate across the diameter of the drum allowing the aggregate to be efficiently dried and heated to a predetermined temperature.

COMBUSTION ZONE

The combustion zone is equipped with Ultra insulating spiral and "T" flights. These flights insulate the drum shell as they heat the aggregate and move it through the combustion zone.

ULTRA II-135 LP/OIL FIRED BURNER

The Ultra II-135 for your drum mix asphalt plant with high turndown and low excess air capability, has been designed to overcome high maintenance costs, energy losses, and high noise levels associated with open air burners. With the combination of total air control and high pressure turbo blower air, the burner achieves complete combustion with minimal combustion volume requirements.

Fuel oil specifications are based on utilizing standard API grades of oils. Reconstituted, blended, waste oils, and other non-API grades of fuel oils will cause variations, improper performance, and very possibly serious hazards with the combustion system covered herein. Use of such nonstandard fuel oils must be cleared through our Engineering Department before you can commence use.

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The Ultra II burner is the latest development in combustion technology, and, when using standard commercial grades of fuel, the system will allow you to obtain the full capacity of your plant up to the limit of your exhaust system or other plant limitation.

The Ultra II burner uses an integral, high efficiency, centrifugal axial flow blower design which supplies all the secondary air required for combustion. Incorporated on this unit is a turbo-blower. This high pressure primary air flows through the core of the burner where a conventional fuel LP/oil, high efficiency Astraflame burner head is situated.

Since the burner is sealed into the dryer breeching, very quiet operation is obtained. Inlet attenuator for turbo blower is available if required. Horsepower is 30 and 75.

On oil fired units, a high efficiency internal mix nozzle specially designed for fine atomization and flame shape control. An air purge system cleans the oil gun at shutdown for ease of start-up when utilizing heavy oils. Compressed air, to be supplied by others, provides the atomization at low capacity on oil firing. At the nozzle, oil supply pressure of 160 PSIG at 100 SSU viscosity is required.

On LP units, the fuel is fired as a liquid through a central gun assembly. Liquid LP should be supplied to the burner at 40 PSIG over tank pressure.

On natural gas fired units, the Ultra II peripheral gas header is utilized for even distribution and efficient mixing at a low 5 PSIG maximum pressure to the head. Actual pressure required depends on capacity required.

Any of these fuels can be added in the future with the appropriate conversion package.

The fuel train is prepiped at the factory on the burner body. Modulating drive motors handle the control functions of automatic air and fuel modulation. Automatic valves and drive motors come prewired from the factory, providing a very neat and compact package for quick installation.

Other outstanding features include:

- Adjustable members which allow flame shaping to fill the individual requirements of particular dryers.
- Ultraviolet, self-contained flamescanners provided with each unit used with controls.
- The option to fire two fuels simultaneously with purchase of the dual fuel controller.
- No refractory is required for efficient, low maintenance operation.
- The designed gas/electric ignition system, ensuring positive fuel ignition. A regulator and pressure gage are included (pilot system).
- High turndown ratio capability is standard.
- Fuel safety shutoff valving and sensors to allow system compliance with NFPA 86 standards included on oil and LP fuel trains unless otherwise noted. Gas NFPA fuel train included.*.

*Gas regulator, gas trap, manual shut-off valve not included.

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BURNER FUEL PUMP PALLET MODEL 22.5 HPOD

omit

The fuel pump pallet provides continuous circulation of either light or heavy fuels. The pump is pallet mounted, preplumbed with a strainer assembly, and supplied with 1-1/4 in. flexible supply and return lines. The pump is powered by a 5 HP, 1,800 RPM, TEFC electric motor. The pump pallet assures uniform oil pressure and volume that is critical to efficient burner operation.

MODEL 1770 - 12,000# TOWER SPECIFICATIONS**Hot Elevator Assembly****BUCKETS**

24" x 10" AC Style fabricated from 5/16" plate steel, mounted on S-857 chain @ 12" centers. Capacity 490 TPH @ 75% bucket loading.

HEAD SECTION

Split removable traction wheel assembly mounted on a 4-15/16" diameter alloy steel drive shaft with split pillow block spherical bearings. Top cover has inspection doors on both sides. Includes work platform with ladder from upper bin section.

MAIN CASING

Vertical plate construction with integral fugitive dust duct.

BOOT SECTION

Tri-segmental sprocket assembly mounted in a gravity take-up. The bearing features a Ni-Hard bearing block and sleeve. Also featured are large "dutch" doors at grade along with inspection doors.

DRIVE

A shaft mounted "Dodge" reducer V-belt driven from a 50 HP. ODP electrical motor.

Mixing Tower Assembly**SCREEN**

Model UHS-3616-D, 3-1/2 deck 6' x 16' inclined unit, total screening area 336 sq. ft., sand deck area 96 sq. ft. with one set of screen cloths. Cloths are hook-strip type for tension spring retention. Vibrating mechanism oil mist lubricated. Unit driven through V-belts from 30 HP TEFC motor. Roll out nose section for easy access and cloth removal.

HOT BINS

Four compartment unit, 120 ton, with replaceable liners on wear surfaces in the bin section. Each compartment has an air operated radial type gate. Overflow chutes are located in each compartment. Low and high bin indicators are included for each bin.

AGGREGATE WEIGH BOX

243 cu. ft. capacity with air operated discharge gate suspended by a lever system and load cell. The gate is actuated by a high temperature trunnion mounted air cylinder.

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A.C. WEIGH BUCKET

Capacity 1200 lbs. 150 gal., oil jacketed bucket with integral air operated spray bar positioned over and parallel to the mixer shafts. The AC Bucket is suspended by a lever system and load cell. A 4" air operated 3-way jacketed fill valve with supply and return jacketed pipe to the edge of the tower is included. A safety over flow switch is interlocked to the A.C. pump for shut down.

MIXER

MODEL SM-177 Rated capacity 12,000 lbs. Live zone volume 184.3 cu. ft. Percentage used at rated capacity 67%. Gate opening area 8.4 sq. ft. Mixer shell is oil heated and upper side panel is removable for maintenance. Mixer blade tips are Ni-Hard, adjustable for wear and reversible. Sectional shell gate and end liners are Ni-Hard. The air operated gate travels on 6" diameter rolls with greaseable needle bearings and adjustable gate rails.

MIXER DRIVE

200 HP ODP motor, V-belt driven dual output reducer direct coupled to the mixer shafts.

FUGITIVE DUST SYSTEM

Includes enclosures around screen, bin gates and mixer top, with ducts and individual manually controlled dampers manifolded to #19 exhauster mounted on the lower bin and driven by 5 HP TEFC motor. For discharge from the exhauster to inlet of primary.

OVERFLOW & OVERSIZE HOLDING BIN

Two compartment unit with remote controlled, air operated discharge gates with high bin level indicators. Total capacity 15 tons.

25 HP AIR COMPRESSOR

25 HP, piston type, V-belt driven from 25 HP ODP motor and mounted on 120 gallon receiver. Mounted on bin bottom frame or shipped loose for the customers installation.

AIR PIPING AND CONTROLS

Piping from the air compressor to all cylinders on tower. Includes solenoid valves, line filters and lubricators. If the air compressor is mounted remote from the tower, the air piping will be to the edge of the tower at mixer level.

HOT OIL PIPING

For mixer, AC bucket and AC lines on tower, to the edge of tower at mixer level.

TOWER LEGS

12' tower support legs and 2' concrete piers (by others) to allow a 14' truck clearance.

ACCESS TO BIN TOP

Stairways 30" wide from grade to mixer platform. 24" wide from mixer platform to bin top. All Stairways, platforms, handrails and kickplates comply with OSHA regulations.

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AC. PUMP END OF 83,217 CFM ULTRAFLO BLOWER BAGHOUSE

4" jacketed, capacity 300 GPM with integral relief valve on head and jacketed strainer, V-belt driven from 25-HP motor. Pump is shipped loose for installation near AC tank by others.

WIRING FOR THE TOWER AND ELEVATOR

The tower and elevator is wired in Conduit to a conveniently located junction box at the foot of the hot elevator.

NOTES: Tower will be designed for Seismic 4.

VERTICAL CYCLONE

The vertical cyclone is located in air stream prior to the baghouse and reduces the amount of dust entering the baghouse by approximately 75%. The cyclone is constructed of 3/16 in. plate steel and has 3/16 in. abrasion resistant steel liners on the scroll section. All necessary support structure to mount the cyclone over the drum is provided. The duct work between the cyclone and the drum is included. The dust return system is designed to return dust back into the mixing zone of the drum and is an integral part of the vertical cyclone. Each dust return system is sized per application.

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GENCOR 89,217 CFM ULTRAFLO STATIONARY BAGHOUSE**MODEL NO. CFS-182**

The Gencor Ultraflo baghouse is a compact, efficient unit with a rated capacity of 89,217 CFM at 4.92:1 air-to-cloth ratio. The baghouse is 38 ft. 10 in. long x 14 ft. wide. There are 1,050 bags with a total cloth area of 18,134 sq. ft.

Exhaust gases from the process enter the baghouse through the center hopper section, flowing through a distribution panel which spreads the inlet gas flow over the entire length of the baghouse.

The house utilizes a self supporting unitized construction that is continuously welded eliminating the need for a heavy structural outer frame. The sides are insulated against heat loss with thick fiberglass blanket, and covered with a weather tight corrosion-resistant metal exterior sheeting. The insulated walls allow the baghouse to be operated at lower temperatures. This may be very important on plants which operate close to the exhaust gas dewpoint temperature, even if it only occurs during unusual operating conditions.

Heavy steel leg frame supports are provided on all four corners with a separate exhaust fan and duct work assembly. The baghouse can be optionally skid-mounted.

FILTER BAGS

The filter bags are an elliptical design and are made of fiber with snap bands sewn into the top of the bag. The filter bags provide a large filter area in a small housing and keep the velocity through the bags at an extremely low level.

The cages provide a smooth bag surface to minimize wear and tear and allow easy removal and installation. Bags and cages are ~~not installed, but can be factory installed at an additional cost.~~

UPPER/CLEAN AIR SECTION

The upper section is constructed of corrosion resistant COR-TEN steel sheet. The roof section has insulated access doors that can be easily removed to provide access to the clean air side of the bags. The roof section is supported by dividing plates that separate the clean air section into isolated chambers of single rows of bags. Each chamber is directed to an external outlet where the sequential cleaning distributor is mounted. A rubber gasket system on the access doors seals each chamber from the next and provides an airtight seal even at operating temperatures to the outside of the house.

The bags are cleaned while the baghouse is in operation by sequentially isolating each row and then creating a pulse of clean air which inflates all of the bags in that row, breaking the cake of dust collected on the filter surface, and allowing it to fall to the hopper.

The bag cleaning systems consists of independent, rotating clean air nozzles that are indexed to stop at one chamber (row of bags) at a time, closing off that chamber from the normal air flow.

The cleaning nozzle drive and sequence mechanism consists of a right angle gearmotor with rotating eccentric drive shaft that engages a central sprocket. The mechanism moves the cleaning nozzle from row to row quickly, but allows the nozzle to pause momentarily at each row to provide a strong flow of air for thorough cleaning. The cleaning nozzle automatically starts cleaning according to pre-set time which is adjustable by the operator. After the nozzle completes a full cycle and returns to its parking area, a sensor cuts off power to the cleaning mechanism gearmotor. The baghouse requires no compressed air for operation.

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LOWER/HOPPER SECTION

The lower/hopper section has steep sloping walls that direct the dust into the main dust removal auger. The auger runs the full length of the hopper and carries the collected dust to a discharge point located near either end. The discharge is 4 ft. above grade, allowing plenty of room for the dust removal system.

There is one 24 in. x 24 in. hinged inspection and access door on the bottom hopper, with silicone rubber seals.

The main auger is 12 in. diameter and is powered by a 15 HP, 1800 RPM, electric motor and shaft mounted speed reducer and has a cleanout and access cover at each hanger bearing.

An expanded metal walkway above the auger provides an easy way to inspect the bags and allows access to the auger section of the house.

An expanded metal walkway above the auger provides an easy way to inspect the bags and allows the use of gearmotors eliminates the need for drive belts, guards, and the maintenance problems associated with belt drives.

ARCH DUCT WORK

The arch duct work is round and is fabricated from 7 gauge, (3/16 in.) steel and has an unrestricted cross sectional opening of 25 sq. ft. Our exclusive double ring and turntable style dust seal eliminates the need for exact alignment of the baghouse and drum for a secure fit. The duct work is secured to the drum knockout box outlet and baghouse inlet elbow by the use of a turnbuckle and 3/8 in. proof coil chain arrangement. A primary high temperature probe is inserted in the arch duct work.

EXHAUST FAN ASSEMBLY MODEL 542-BCS

The exhaust fan assembly is a high-efficiency backward curved fan blade design, rated at 89,217 CFM at 14 in. static pressure and air temperature of 300°F at sea level. The fan is mounted externally on a separate skid assembly and powered by a two 150 HP, 1,800 RPM, ODP electric motors. The fan shaft, bearings, drive, and driven sheaves are oversized to reduce premature wearing of the belts and assure no belt slippage.

The fan inlet is fitted with a radial type inlet vortex blade damper. The damper, when closed, allows easy starting of the exhaust fan and can be automatically modulated to maintain the necessary air flow during operation. The inlet vortex vane significantly improves control of air flow, improves fan efficiency, and lowers noise produced by the exhaust system.

The exhaust stack is fabricated into bolt-together sections. The upper bolt-on section has 4 in. diameter test ports, which are accessible from a safety platform. The top of the baghouse has railings and is equipped with an access ladder from the ground.

BAGHOUSE CONTROLS

The controls include a pressure gauge which monitors pressure drop across the baghouse, and proximity switches to control the motor driven distributor mechanisms. The cleaning distributor is actuated automatically on a timed basis, adjustable by the operator. The proximity switch is utilized to assure the sequential distributor is parked in the proper location when not cleaning.

NOTES: If Ultraflo baghouse is purchased with a Gen III burner control, AR-7 and 812 actuator will be provided.

If Ultraflo baghouse is purchased with a Gen IV burner control, ADP is included; actuator will be a rotary style.

Baghouse will be designed for Seismic IV.

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SPLIT LEVEL STATIONARY OPERATOR'S CONTROL CENTER

The stationary operator's control center is a 12 ft. wide x 32 ft. long, split level, structural steel and wood design. The electrical motor control center is located in the lower ground floor level and the process control room, or operator's control center, is located in the elevated portion of the operator's control center.

FRAME

The floor of the operator's control center is fabricated with a 12 in. wide flange perimeter frame with a 4 in. structural channel crossmembers. This structural system is covered with 5/8 in. plywood sub-floor screwed to the structural members.

The side wall framing consists of a 4 in. square structural steel tubing perimeter and intermediate frame. The spaces between the structural members is filled in with wooden 2 x 4 framing in 16 in. centers covered with 1/2 in. plywood and vinyl lapped siding.

The roof is fabricated using structural steel truss construction with sheet steel covering that extends 1-1/2 in. beyond the sides of the operator's control center.

The operator's control center entrance door is a 36 in. wide hollow steel door equipped with an industrial security grade door lock.

HEATER/AIR CONDITIONER

An 11.5 KW 39,300 Btu electric heater combined with a high-efficiency 36,000 Btu heat pump air conditioner are self-contained and mounted inside the operator's control center under the floor of the operator's control center. From this location, the filtered and cooled or heated air is ducted to the required areas in the operator's control center.

A thermostat is provided to control both the cooling and heating functions for the operator's control center. Adequate filtering, heating and cooling are provided to help reduce dust accumulation and maintain the optimum control environment for the equipment and the operator.

LIGHTING

WITH NIGHT RED LIGHTS 

The operator's control center is equipped with 2 ft. x 4 ft. florescent light fixtures. 110 volt electric receptacles are located along the walls. There is one light switch for motor control center and one for process control room. A light switch also is located under the process control console.

INTERIOR

The interior walls of the operator's control center are lined with 3-1/2 in. fiberglass insulation between the studding and 1/8 in. paneling on the inside. The floor of the process control room is raised 48 in. above the floor frame and constructed of heavy floor joists on 16 in. centers. The subfloor is 3/4 in. plywood. The steps leading to the process control room are 48 in. wide. The interior walls of the process control room are paneled in a high quality wood paneling. The floor is overlaid with a quality grade of linoleum.

Because the operator's control center is heavily insulated and constructed of quality building materials, it provides an environment for top performance from the operator. The raised flooring provides easy access to the wiring that leads to the process control console.

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plywood. The steps leading to the process control room are 48 in. wide. The interior walls of the process control room are paneled in a high quality wood paneling. The floor is overlaid with a quality grade of linoleum.

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ELECTRIC MOTOR CONTROL CENTER

The walls are insulated and finished with paneling. The 200 amp operator's control center 110 volt distribution panel is located in the wall that separates the motor control center and raised process control room. (Note - see motor control description for additional features.)

The motor control center provides a well-conditioned, brightly lit, 8 ft. high work area. All the electrical controls are located in one room and are easily accessible for plant maintenance and operation.

PROCESS CONTROL ROOM

The process control room is raised and equipped with sound insulated, 1 in. thick tinted thermopane glass. The full glass area gives the operator a 360 degree view of all activities at the job site area, as well as better visibility alongside the control room.

MOTOR CONTROL CENTER

The motor control center is factory installed in the rear of the operator's control center in its own walled-in area. The back wall and one side wall is allocated for installation of the vertical modules. Main power cables enter the operator's control center through openings in the floor.

ELECTRIC MOTOR CONTROL CENTER

The electric motor control center consists of a NEMA Type 1B motor control center with vertical sections which contain the motor control devices. They are prewired and tested within a modular plug-in unit. The main horizontal, tin plated, copper bus section and bus support is a molded glass filled polyester material that provides exceptional insulating properties. The bus support design provides phase to phase isolation to the vertical bus from the horizontal bus and excellent short circuit withstandability.

The centralized location of the bus distributes heat more evenly and makes the main bus accessible from floor level for easy installation of splices and maintenance.

MAIN CIRCUIT BREAKER

The main circuit breaker is UL listed. It is front accessible and supplied with a removable protective barrier. This provides the convenience of straight through wiring and reduces the hazard of accidental contact with line terminals.

COMBINATION STARTER DEVICES

The starter devices purchased with each piece of equipment are electromagnetic vertical lift design with double break cadmium oxide silver contacts. All starters are equipped with eutectic alloy type overload relays which provide accurate and dependable motor protection.

Both reversing and nonreversing starter units up to size four are of plug-in type construction. Unit short circuit and over-current protection is provided by HMCP's or thermal-magnetic circuit breakers. Up to four auxiliary contacts also can be installed on the circuit breaker operating mechanism.

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The power contacts may be changed without removing the power wiring for quicker maintenance. The alloy type overload relays provide accurate and dependable motor protection.

Each starter is contained in its own enclosure that is mounted in the vertical modules.

In addition to individual starter units for each motor, the panel is equipped with extra one 30 amp, one 20 amp and one 50 amp breakers for ancillary equipment.

Starter wiring is run in both vertical wireways and horizontal wireways.

DISCONNECT HANDLE

The disconnect handle is designed to remain in direct control of the disconnecting means. A safety interlock is designed to guard against the unit door being opened while the disconnecting means is closed. A defeater device is provided to permit opening the door for inspection of a unit without interrupting the power circuit. The disconnect handle can be locked in the "off" position with up to three padlocks for maintenance purposes or to protect against operation by unauthorized personnel.

VERTICAL/HORIZONTAL WIREWAYS

The vertical wireways run the height of the plug-in unit space and the horizontal wireways are located at the top and bottom of each section. Wiring over 100 amps is run across the floor through the wireway and bolted directly to the starter lugs and supported by compression fittings.

Wireway covers have captive screws that avoid the nuisance of loss when covers are removed during installation or maintenance.

CONSOLE MOUNTED AMMETERS

Highly accurate ammeters are furnished and installed in the console above the plant process control center for the following motors: drum drive motors (4), burner blower(s), exhaust fan motor(s), slat conveyor drive motor, liquid asphalt electric drive motor, baghouse cleaning auger motor, and other motors critical to the operation of the plant.

The ammeters give visual indication that the motor is running. If an abnormal condition exists in the drive, it can be detected.

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GENERATION2 ASPHALT BATCHING SYSTEM

The Generation2 Asphalt Batching System is designed to control all batching and mixing operations typically found at an asphalt plant. In the systems standard form, it can control the plant communicate with the office, provide inventory status, and print many comprehensive reports. Generation2 is a PC-based system with an extensive file structure, providing customer, job, truck, and product files, all with virtually unlimited storage capacity. The system can be expanded to control essentially all aspects of the plant and provide the producer with anything he may require. Some of the many options available for the Generation2 are silo loadout, multiple scales for ingredient weighing, cold feed control, hot elevator recycling, truck scales, and support for work stations and terminals.

Generation2 Asphalt Batching System features include:

- Simultaneous control of every batch plant operation
- Multi-user operation for dispatcher and/or additional operators
- On-line file transfer and maintenance from office
- Built-in plant simulator for operator training
- Raw material inventory
- Common database for all operations
- Efficient truck stacking for batch and silo loadout operations
- Easy operation, single keystroke commands, pop-up menus
- Comprehensive management reports
- Net or gross loading of trucks

Generation2 is built for the asphalt plant environment and uses rugged components throughout. The system includes the Generation2 computer, high-resolution color monitor, control unit, AC I/O enclosure, digital weight indicators, printer, software, operators reference manual, and two sets of plant wiring diagrams.

Each Generation2 Asphalt Batching System shipped must first complete a series of tests. Quality control technicians insure proper workmanship. The Generation2 Asphalt Batching System is guaranteed to meet all existing state specifications.

Libra Systems provides a 24-hour, 7 days a week service line. Anytime you have a problem, you will get a trained technician — not a recording. If the problem cannot be solved over the telephone, a technician will be sent to your plant. In most cases, we will have a technician at your facility in one day or less.

A brief description of the Generation2 Asphalt Batching System Components follows:

A. COMPUTER

The Generation2 Asphalt Batching System operates on a very powerful and flexible Intel Pentium based PC. The computer's industry standard architecture ensures long-term support and upgradeability. In addition, it offers reliability, speed and accuracy.

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All plant data is stored on a large capacity E.I.D.E. hard disk drive and retained indefinitely. Any power surges or failures do not affect data retention. Backup copies of all data in the system can be made on 3.5 in. diskettes providing for easy transfer of information.

B. CONTROLLER

The controller is built of rugged, high quality, high strength materials for the asphalt environment. It takes up minimal desk space and can be transported easily.

1. The Keyboard

The Generation2 Asphalt Batching System utilizes sculptured keys for ease of use. All the keys are labeled with asphalt plant terminology for easy reference. When a key is depressed, a small light on the depressed key glows, indicating contact.

The plant operator transfers information to the computer via keyboard. Libra Systems utilizes the industry standard keyboard and provides screen-coordinated descriptions to ease the operator's use of the function keys.

2. Bin Level Lights

Located on the controller are bin level lights. They clearly indicate high, mid, and low levels in the aggregate hot bins. If you choose the silo loadout option, high, mid, and low level lights are also provided.

3. Digital Weight Indication

The Generation2 Asphalt Batching System provides bright clear digital weight readings on the controller for aggregate weight and asphalt weight. If you choose the silo loadout option, or have a separate truck scale, it provides readings for both of these operations.

The system also indicates digital weight readings on the color monitor. High resolution numbers are shown on the screen giving the operator a real time status of aggregate and asphalt weights. Silo loadout weights and truck scale readings are also displayed if these options are chosen.

4. Asphalt Valve, Weigh Hopper Gate, and Mixer Gate Lights

Located on the Controller Panel are the lights for the AC valve, asphalt hopper, aggregate weigh hopper gate, and the mixer gate. The asphalt hopper light and the weigh hopper light are "on" if the gates are in a closed position and "off" when the gates are open.

The mixer gate uses two lights: one for the open position and the other for the closed position. This prevents double batching into the pug mill.

5. Spec/Commercial Mode Key

The Spec/Commercial Mode Key is required by some states for asphalt batching systems. The purpose is to prevent the plant operator from adding materials to the mix other than what was specified in the recipe.

When the key is in the "Spec" mode, an operator cannot manipulate the mix design in any way. All manual keys are non-functional at this point.

When the key is in the "Commercial" mode, an operator can manually add material.

6. Manual Mode

The Manual Mode enables an operator to manually weigh materials in weigh hopper and asphalt bucket and discharge materials into and out of the mixer.

In the automatic mode, the System controls all bin pulls, weighing, mixing, and discharging of material into a truck.

7. Emergency Stop Switch

A Switch is provided on the Controller Panel for emergency stops. When the switch is pushed, power to all plant gates are shut off and set to the closed position. When power is resumed, the system resumes the process exactly at the point where it was halted.

8. Horn

The Generation2 Asphalt Batching System provides two horn controls. The System can be configured to automatically sound the horn after a truck is completely loaded or it can be sounded manually.

C. PRINTER

The Generation2 Asphalt Batching System prints tickets with a high speed dot-matrix printer. It can print your company header, address, telephone number, or any other data on the ticket.

The System also prints batching, customer, job, and truck information.

The Generation2 printer prints all reports on plain white paper or forms.

2. Utility Functions

Utility Functions enable configuration of the Generation2 Asphalt Batching System to your plant requirements. They are described below.

a. Directory

The Directory feature enables a commonly used Customer-Job-Product combination to be instantly recalled. When the operator is going to process the truck for either the batch, silo loadout, or weigh scale operations, he may instantly pull up the directory listing and with a single keystroke select the Customer-Job-Product combination required for the current truck. This feature is invaluable for ongoing jobs that require the same information to be entered repeatedly.

b. System Parameters

System Parameters describe all values that are modified so that the System can be "customized" to your asphalt production. Configurable parameters include printer, batch, silo loadout, and weigh scale. These parameters include values such as automatic free fall compensation. This feature is coded into the System to maximize weighing accuracy and increase the plant's overall production. The automatic free fall compensation adjusts itself every batch to maximize the System's performance.

c. Reports

Generation2 includes numerous comprehensive management reports. Reports may be preselected and printed or saved to disk with this utility function.

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d. Ticket Functions

This feature enables an operator to void, modify, or reprint a ticket from the logfile. This is used if information is incorrect on the ticket, if more copies of the ticket are necessary, or if a ticket jams in the printer and another is needed for the transaction.

A complete audit trail of ticket modifications will appear in the logfile.

3. Batch Plant Operation

The Batch Plant Operation is where on-line mixing occurs. The On-line Mixing screen uses a wide range of colors depicting various parts of the batching process. Transactions are entered on this screen to batch asphalt. Below are descriptions of the features located on this screen.

a. Plant Alerts

Plant Alerts such as "Mixer Gate Not Open" or "Aggregate Bin 1 Starved" are shown on a Message Window. They are bright red in color and when an alarm is given, a loud audible signal is given to the plant operator to get his attention.

b. Wild Character Feature

The Wild Character enables an operator to identify a particular job, customer, truck, or product with only part of its number or name. For example, Generation2 will identify all customers beginning with the letter "C" if "C" is entered. If "Cen" is entered, all entered with "Cen" will be given.

c. Scan Windows

A unique feature to the Generation2 is Scan Windows, which allows the plant operator to view database records while he is batching asphalt.

d. Cash Sales

The Generation2 Asphalt Batching System provides the capability to compute cash sales and print tickets. The System computes pricing for and applicable sales tax for weighed and unweighed items. Total cash sales are reported at the conclusion of an operating day on a cash sales report.


4. Weigh Scale Operation (Optional)

The Generation2 Asphalt Batching System also features weigh scale operation. Materials delivered into or out of the plant are weighed and all scale transactions are recorded in a logfile. This information can be printed on daily reports at the conclusion of an operating day.

5. Truck Queue Operation

The Generation2 Truck Queue Operation enables the operator to manage a large number of trucks. The operator can "stack" trucks in the queue for the batch and silo loadout operation. Then, with a single keystroke, pull the truck from the queue and begin the transaction. These trucks can be pulled from the truck queue in any order, if for example, the trucks change places in the yard.

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6. Inventory Operation

The Generation2 Asphalt Batching System tracks all of the raw materials used, shipped, and delivered in the batch, silo loadout, and weigh scale operations. The system provides a detailed analysis of how much material was used of any given product. For example, the system stores incoming asphalt cement deliveries. When the plant produces hot mix, the system automatically subtracts the amount of asphalt used in making the hot mix. Additionally, materials that enter or leave the plant without being processed through the batch, silo loadout or weigh scale operations may be entered manually. This feature provides a continuous inventory of all of the materials in the plant yard.

7. Communications

The Generation2 Asphalt Batching System also has the capability to transfer logfile and report information via direct line or modem to the main office computer. The supervisory communications option allows the office personnel to communicate in the background with the plant computer while the plant continues to run in normal operation.

BURNER MANAGEMENT SYSTEM

The burner is controlled by use of the Gencontrol III automatic burner control with single pen mix discharge temperature recorder.

The Gencontrol III is a self-modulating burner control system that will provide efficient and safe control of heating and drying of bulk materials.

The system controls the burner flame, automatically increasing or decreasing the fuel input as required to maintain a uniform material temperature. The thermocouple installed in the product discharge chute continually senses the temperature of the mixed asphalt. This temperature is transmitted to the Gencontrol III where it is permanently recorded on a standard pyrograph chart.

The Gencontrol III includes interlocks and safety provisions with the following features:

- Auto tracking saves fuel by reducing temperature swings
- Start-up position reduces temperature
- Advance temperature detection resets the burner position as soon as conditions change within the drum
- Thermocouple break protection indicates high temperature, which shuts down the burner and does not allow overheating of material or exhaust equipment
- Double limit stack meter - first limit drives the burner to low fire and second limit shuts down the burner to protect the baghouse
- System status indicates what shut down the system
- Indicator fuses indicate which fuse has blown, hastens repair

The Gencontrol III is complete with all necessary sensing elements and cabling.

SPECIAL NOTES

The amount of time required to get the Gencor process control operational after delivery to the job site is minimal. A separate serviceman is not required for the process control calibration.

Operator training is made easier through the use of help screens and prompts. The operator's manual is actually contained in the software program.

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Through the use of a minimum amount of hardware, Gencor has achieved maximum reliability. Gencor has selected easily obtainable, industrial grade components, and the computer is fully warranted and serviced through the Gencor service department.

MANUAL FEED CONTROL BACKUP PANEL

This panel includes speed controls and rate displays for each individual feeder including (if purchased) mineral filler, dust and antistrip. This allows the operator to easily dial in the required percentage of each material. A master speed pot is provided to vary the total aggregate rate. Also included on this panel are displays for virgin scale, recycle scale (if purchased) and AC pump TPH rates. The panel is wired into the feeder drive controls to allow operation even if the automatic controls are not working.

The manual feed control panel allows complete manual rate control if never needed. The manual control is designed to operate in conjunction with the Gencor plant control system.

TWO GENCOR STATIONARY 250 TON DELUXE SILOS

The Gencor 250 ton deluxe silo has a 13 ft. diameter body, a deck height of 56 ft., and a capacity of 4,292 cu. ft. It has a drive-through width of 13 ft. and a standard leg length of 12 ft. The deluxe silo is complete and ready to be erected on your footings.

SILO BODY

The inside diameter of the silo is 12 ft. 6 in. The side walls are of 1/4 in. rolled steel plates that are welded together on both the outside and inside. The side walls extend vertically downward past the cone section to the leg frame to form a protective skirt completely enclosing the cone to aid in heat retention and allow easy access to the cone heating apparatus.

LEG FRAME

The seismic zone four main frame of 36 in. by 230 lb. steel and support legs of heavy structural wide flange 27 in. by 146 lb. steel beams are bolted to the silo. The leg frame includes square bearing pads and bracing.

SQUARE UPPER DECK

The upper deck is 1/8 in., four-way safety tread plate welded to the body. The underneath side of the deck is 18 gauge steel sheet which rests on angle clips on approximately one foot centers. The deck section is supported by four 10 in. by 20 lb. channel frames.

CONE SECTIONS

The cone is formed by a 3/8 in., abrasion resistant plate which is rolled into a 55 degree tapered slope to form a 36 in. discharge opening. The cone is secured in tension by being continuously welded to the body and in compression by steel gussets spaced evenly around the maximum cone diameter. There are two 8 in. by 20 lb. ship channel sections for additional safety protection. The floor section is double-walled with 18 gauge steel sheet inside and 1/8 in. steel plate on the outside.

INSULATION

The silo is fully insulated against heat loss with 2 in. thick density, industrial board insulation. In the upper deck section, there are 10 in. of insulation installed in five layers. The floor section has 6 in. of insulation installed in three layers and the side walls have 5 in. of insulation. The barrel of the silo is completely covered with 18 gauge galvanized (both sides) steel sheet that is phosphatized, primed, and painted.

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Gencor protects its silos with industrial grade insulation that is capable of withstanding the heat generated by hot mix storage. Unlike ordinary fiberglass used by competitors, the dense insulating board provides superior R-value while being resistant to heat generated by the hot asphalt.

MIX DISPENSER

The top of silo batching device charges the silo without building a conical pile of material in the center, thus markedly reducing the possibility of segregation. The batching device is of welded 1/4 in. steel construction, including two AR batcher gates and unique, nonwearing central splitter section. The mix dispenser receives mix from the slat conveyor or bucket elevator and splits and diverts the flow into two like holding compartments. Once the prescribed quantity of mix has been collected, an adjustable timer automatically actuates two 4 in. by 16 in. air drive cylinders which open both batcher gates simultaneously to discharge two masses of mix evenly over the cross section of the silo. Two manual batcher dump buttons, designed to override the automatic timer, are built into each silo. One is located on the operator's control panel and the other is on the bottom side of the junction box located on the side of each top of silo batcher.

The batcher is totally enclosed and sealed to the upper deck to minimize blue smoke and air intrusion. All moving parts of the batcher are located externally for easy maintenance.

MIX LEVEL INDICATORS

Low, mid, and high mix level indicators are furnished with every silo. Remote audible and visual signals are located at the operator's station, which indicate low silo (upper cone level, approximately 19 ton volume), mid-level, and near full (approximately 10-12 ton capacity remaining) silo conditions. All mix level indicators are fully serviceable from the outside of the silo for easy maintenance.

DISCHARGE GATES

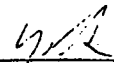
There are two independently driven, electrically heated, remote controlled clamshell type main gates, fabricated from 3/8 in. steel. The discharge gates are fully insulated against heat loss with 2 in. of insulation and are located well within the main frame to substantially reduce windchill. The gates are secured to the silo and are hinged on four each 2-15/16 in. diameter greasable pin pivots, with grease hoses extended to the outside of the silo for easy access. Two 6 in. by 20 in. air drive cylinders, one on each side, are horizontally mounted for maximum power and are fully protected with automatic lubricator and air filter.

The main gate system is designed to close automatically in case of power failure and is protected by a low pressure safety switch which automatically closes the gates when air pressure drops below 70 psi.

DUAL SAFETY GATES

Dual safety gates are a completely independent gate system designed to override the main clam gates or long-term storage gates for the utmost in safety. This gate system has a separate electrical circuit and an independent 30 gallon air storage tank with a one-way valve that will definitely provide adequate air to close the gates in the event of air supply failure, and is interlocked from the standpoint that the safety main gates are remotely controlled from the operator's control panel and are designed as working gates in the event of a main gate failure on the silo. These gates are heavily insulated and edged with rubber and serve a dual purpose in that they seal off the main gate and cone section from the atmosphere when they are closed, greatly enhancing the storage capability of the silo.

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10 HP AIR COMPRESSOR

A 10 HP, 34.5 ACFM air compressor is located at silo legs. An air hose from the compressor to the upper leg frame of the silo for the cone gates, mix dispenser, and safety gates. A 30 gallon reservoir will be provided.

CONE HEATING SYSTEM

All silos manufactured by Gencor are furnished with a cone heating system designed to aid in maintaining mix temperature. Either 25 KW electric heat or hot oil heat are customer preference.

Components of both type heat systems are secured directly to the sides of the cone, completely sealed from the atmosphere by the insulated vertical body section on the sides and the heavily insulated floor section on the bottom. Maintenance access is provided by the airtight manhole in the floor section.

This cone heating arrangement is vastly superior to the atmospherically exposed cone provided by many of the competitors, where it is necessary to cut through the skin and insulation of the silo if a heat grid needs replacing, or for any maintenance purposes whatsoever.

GENCOR POLICY - CONTROL DISCLAIMER - IF SILO LOADOUT IS NOT PROVIDED

Purchaser acknowledges that Seller is supplying hardware without controls. Purchaser shall provide all automation and controls in accordance with established industry standards and prices. Seller makes no expressed or implied warranties regarding function or suitability of control system not provided for by the Seller and the Seller expressly declines responsibility for any and all events or occurrences arising out of the usage and installation of non-Gencor controls. Purchaser also agrees to indemnify Gencor for any and all expenses associated with defending any claims or actions arising from the failure of any Non-Seller supplied controls.

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GENCOR STATIONARY 500 TPH DELUXE SLAT CONVEYOR

The Gencor slat conveyor is 38 in. wide by 90 ft. long and is rated at 500 TPH with a 100 HP drive.

SLAT FRAME

The Gencor slat frame is the heaviest in the asphalt storage industry. It is constructed from two 36 in. by 135 lb. seamless, cold cambered bridge beams ** (cold cambered against potential sag) placed side by side and spaced 38 in. apart for the utmost in strength and rigidity. The slat is set at a 48 to 50 degree angle to the silo, with no supportive structure. Beams are humped 7 in. to 9 in. at the top end and 4 in. to 6 in. at the bottom end to accommodate massive headshaft and tailshaft sprockets. 3/4 in. by 4 in. by 36 in. AR guidebars are 100% continuously welded to the inside web of both beams to help keep the chain and slats in train. The upper surface is reinforced with 3/4 in. by 5 in. welded in place structural steel cross members on 5 ft. centers and protected with clamp-down covers (lowest accessible cover hinged for inspection of conveyor interior). The first two feet above the point of entry is screen covered for easy inspection. This allows direct monitoring of the mix conveying rate. The top and bottom ends have heavy steel plate, hinged access doors for inspection and cleanout.

**The cambered bridge beams provide exceptional strength and support for greater mass over longer spans than ordinary conveyors, without sagging or warping slat mechanisms.

SLAT CONVEYOR FLOOR

The main floor system consists of a Ni-Hard cast floor system which we believe has several advantages over the chrome carbide floor plate system offered by many competitors. The castings are approximately 18 in. in length and incorporate 4 in. high side wear protection in one piece. Most competitive systems using chrome carbide plates do not furnish side wear protection. The castings are 3/4 in. thick on the sides and 1 in. thick on the bottom section. They have a minimum Brinell of 550.

All slat conveyors built by Gencor are fabricated with a welded in place 1/4 in. subfloor for the purpose of sealing off the conveyor and also for providing a location for the maintenance heat system. Conveyors without the subfloor require the maintenance heat system to be fastened directly to the heavy-duty floor sections, which creates a maintenance problem if the main floor needs to be replaced.

Three million ton guarantee. The main floor system, consisting of Ni-Hard castings, is guaranteed unconditionally for a life of three million tons or seven years, whichever occurs first, from the standpoint of wear. This guarantee does not cover castings that are broken or otherwise damaged through abuse or misuse of the slat conveyor. In the event that any of the castings wear out prematurely, Gencor will furnish the customer with new castings at no cost. It will be the customer's responsibility to pay for the freight F.O.B. factory at Marquette, Iowa, as well as the total cost of installation of the replaced castings.

SLAT CONVEYOR DRIVE TRAIN

A 100 HP, 1,800 RPM, ODP, electric motor is coupled direct to an in-line planetary gear shaft speed reducer with an 11 tooth output drive sprocket. Power is transmitted through a heavy-duty 238 series drive chain to a 45 tooth driven sprocket and keyed to the end of the headshaft. This entire assembly is enclosed with a safety chain guard so designed that it does not need to be removed to adjust either the main chain or the in-line drive mechanism. The headshaft is of tough, heavy-duty, 4140 nickel-chromium-molybdenum alloy deep hardened steel, 6-7/16 in. diameter for superior strength, complete with shaft centering caps at each end to ensure constant alignment of the headshaft sprocket. Shaft ends are precision turned to seat securely in large, heavy-duty, 4-15/16 in. pillowblock roller bearings protected and supported in massive, fabricated, adjustable bearing boxes. The entire headshaft assembly is designed to be adjusted forward to provide proper tension on the main chain by means of hydraulic cylinders. The hydraulic take-up system is complete with hand pump, directional valve, oil reservoir, hydraulic cylinders, and easily read scales to aid in proper alignment.

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This drive chain is the industry's largest and designed to easily maintain proper tension on the main chain.

HEAD SPROCKET

A massive 21-1/4 in. pitch diameter, 11 tooth chain drive headshaft sprocket, designed and manufactured by Gencor from C40/50 grade high strength steel, includes easily replaceable bolt-on segments, heat treated to a hardness of Rc58-62 for extra long life. Twenty-three 3/4" SAE grade 5 bolts secure the segments to the sprocket body. The nuts are tack-welded to prevent loosening. Split body hub is keyed for positive grip into a 1/16 in. relief turned in center section of headshaft to prevent the possibility of horizontal slippage on the shaft.

TAIL SPROCKET

The tail sprocket is 3-15/16 in. bore, split body, 10 tooth tailshaft sprocket keyed to 5-1/8 in. wide relief in the center of the tailshaft. The exclusive Gencor design includes material relief channels to help keep the chain clean by preventing buildup of mix in the root area of the sprocket. The resulting decrease in shock loading greatly increases chain life.

STANDARD CONVEYOR CHAIN

Gencor furnishes, as standard equipment, an exclusive single strand (double strand 600 TPH at 92 ft., 700 TPH at 78 ft. and above) 6 in. pitch, 9856 roller chain. All wear parts of the chain (rollers, bushings, and full 1 in. pins) are hardened to Rc58-62. When used in conjunction with an 11 tooth head sprocket and 10 tooth tail sprocket, the induced harmonic bounce in the chain and conveyor is eliminated.

One million ton guarantee. This chain is guaranteed for a life of one million tons on a prorated basis, and any chain that wears out prematurely will be replaced. Gencor will accept the tonnage figures provided by the contractor for purposes of prorating the cost of the replacement chain. It will be the customer's responsibility to pay for the freight F.O.B. Marquette, Iowa and the total cost of installation of the replaced slats.

The slat conveyor is complete, ready to be installed between the drum discharge and the top of silo transfer conveyor.

STANDARD SLATS

Full 3/4 in. thick M1044 bar slats are welded to chain attachments and spaced at 12 in. intervals.

One million ton guarantee. In the event that any of the slats wear out prematurely, Gencor will furnish the customer new slats at no cost. It will be the customer's responsibility to pay for the freight, F.O.B. Marquette, Iowa and the total cost of installation of the replaced slats.

HOLD DOWN SYSTEM

The conveyor is equipped with combination hold down return rollers, spaced at approximately 8-10 ft. intervals, for the purpose of supporting the chain and flights on the top side of the conveyor and preventing the chain and flights from raising off the floor of the conveyor. The rollers are extremely heavy-duty and treated for long life. They are supported by 2-11/16 in. return roller shafts with 2-11/16 in. flange block bearings. The bottom two bearings are mounted to spring loaded bearing boxes which cushion shocks caused by chunks of asphalt or foreign material that may enter the conveyor. The spring loaded roller system also substantially reduces the chance of a plugged or jammed conveyor.

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CONVEYOR COVERS

Lightweight and durable, 3/4 in. MDO grade plywood inspection covers are held to the top of the conveyor with a series of clamp-down devices, the lowest accessible cover hinged for easy inspection.

The covers are lighter and a better insulator than the metal covers used by many competitors.

ACCESS STAIRS AND PLATFORMS

The conveyor is furnished with access stairs on the left-hand side. The stairs are fabricated from 15 gauge, 9 in. by 24 in. self-cleaning type Acme stair tread, welded to 8 in. channel. The conveyor is designed so that all maintenance can be done from one side. A work platform is provided at motor and gearbox levels for ease of drive train maintenance. A platform on three sides is complete with railings and kickplates for the utmost in safety. A safety cage enclosed vertical ladder from deck level offers access to this work platform.

MAINTENANCE HEAT SYSTEM

Hot oil or a 25 KW electric heat system is furnished on slat conveyors at customer's preference.

The 25 KW electric heating system consists of a series of heat grids fastened directly to the conveyor subfloor and controlled by a pyrometer. Again, the heat system is heavily insulated and protected from the atmosphere with easily removable steel covers.

The hot oil heating system consists of 2 in. by 4 in. rectangular tubing strapped securely and directly to the conveyor subfloor and offers much better heat transfer than the pipe system used by most competitors. The heat system is heavily insulated and protected from the atmosphere with easily removable steel access covers.

The hot oil or electric heat system is installed beneath the 1/4 in. thick steel subfloor, thus eliminating the need to rip out this expensive heat system when replacing the wear plates.

BUILT-IN CLEANOUT

The built-in cleanout system is air operated and includes a 120 gallon tank with manifold plumbing, spray bars, valves, and remote controls. This is a self-contained cleaning system that saves time and does a superior job.

CONVEYOR REJECT SYSTEM

The conveyor reject system is designed for use in conjunction with drum mix plants. It consists of an air cylinder operated drop-out gate with controls remotod to the operator's control console. It is located to allow approximately a 12 ft. high drive clearance under the conveyor.

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GENCOR TOP OF SILO TRANSFER CONVEYOR

The 500 TPH, two-way, top of silo transfer conveyor is 38 in. wide by 16 ft. long with a 30 HP drive.

TRANSFER CONVEYOR FRAME

The frame is constructed from 3/8 in. thick plate with formed top and bottom flanges and 30 in. deep sidewalls. A 3/8 in. steel subfloor is double welded to the formed bottom flange and completely seals the bottom. M1044 guide bars are welded to the inside of the sidewall to help keep the conveyor chain and slats in train.

TRANSFER CONVEYOR FLOOR

The main floor system consists of a Ni-Hard cast floor system which we believe has several advantages over the chrome carbide floor plate system offered by many competitors. The castings are approximately 18 in. in length and incorporate 4 in. high side wear protection in one piece. Most competitive systems using chrome carbide plates do not furnish side wear protection. The castings are 3/4 in. thick on the sides and 1 in. thick on the bottom section. They have a minimum Brinell of 550.

All transfer conveyors built by Gencor are fabricated with a welded in place 1/4 in. subfloor for the purpose of sealing off the conveyor and also for providing a location for the maintenance heat system. Conveyors without the subfloor require the maintenance heat system to be fastened directly to the heavy-duty floor sections, which creates a maintenance problem if the main floor needs to be replaced.

Three million ton guarantee. The main floor system, consisting of Ni-Hard castings, is guaranteed unconditionally for a life of three million tons or seven years, whichever occurs first, from the standpoint of wear. This guarantee does not cover castings that are broken or otherwise damaged through abuse or misuse of the transfer conveyor. In the event that any of the castings wear out prematurely, Gencor will furnish the customer with new castings at no cost. It will be the customer's responsibility to pay for the freight F.O.B. factory at Marquette, Iowa, as well as the total cost of installation of the replaced castings.

MAINTENANCE HEAT SYSTEM

The transfer conveyor is furnished with an electrical heat system consisting of a series of grids secured directly to the subfloor system. The bottom is insulated and protected from the atmosphere with bolted steel doors that can be opened for maintenance purposes. Here again, the heat grids are fastened directly to the subfloor system and need not be disturbed when the main floor is replaced.

TRANSFER CONVEYOR DRIVE TRAIN

A 30 HP, 1,800 RPM, ODP, electric motor is coupled direct to an in-line planetary gear speed reducer with 12 tooth output drive sprocket. Power is transmitted through a heavy-duty 160 series drive chain to a 26 tooth driven sprocket and keyed to the end of the headshaft. This entire assembly is enclosed with a safety chain guard so designed that it need not be removed to adjust either the main chain or the in-line drive mechanism. The headshaft is of heavy-duty, 4140 Alloy steel, 3-15/16 in. diameter for superior strength, complete with shaft centering caps at each end to insure constant alignment of the headshaft sprocket in the 3-7/16 in. diameter flange bearing installed in a manual take-up located on each side of the conveyor at the drive end.

Because of the restricted accessibility of the transfer conveyor, the top of silo transfer conveyor is equipped with a 160 series drive chain that most competitors use in their main conveyors.

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STANDARD CONVEYOR CHAIN

Gencor furnishes an exclusive single strand, 4 in. pitch, X3433 roller chain. All wear parts of the chain (rollers, bushings, and full 5/8 in. pins) are hardened to Rc58-60.

750,000 ton prorated guarantee. This chain is guaranteed for a life of 750,000 tons. Any chain that wears out prematurely will be replaced on a prorated basis. Gencor will accept the tonnage figure provided by the contractor for purposes of prorating the cost of the replacement chain. The customer is responsible for freight and installation of replacements.

HEAD SPROCKET

An 11-5/8 pitch diameter, 9 tooth headshaft sprocket, designed and manufactured by Gencor from C40/50 grade high strength steel is heat treated to a hardness of Rc58-60 for extra long life. The sprocket is easily replaceable with bolt-on segments. Twelve 1/2 SAE grade eight bolts secure the sprocket to the sprocket hub. The nuts are tack-welded to prevent loosening.

TAIL SPROCKET

The 3-7/16 in. bore, 11-5/8 pitch diameter, solid body 9 tooth tailshaft sprocket has an exclusive Gencor design which includes material relief channels to help keep the chain clean by preventing buildup of mix around the sprocket hub. The resulting decrease in shock loading greatly increases the transfer conveyor chain life.

STANDARD SLATS

Gencor furnishes exclusive bolt-in slats. Full 3/4 in. thick, 5 in. high by 30 in. wide, M1044 slats are bolted to the chain attachments with tack-welded nuts to prevent loosening. They are spaced at 16 in. intervals.

One million ton guarantee. Gencor furnishes a one million ton unconditional guarantee from the standpoint of wear. In the event that any of the slats wear out prematurely, Gencor will furnish the customer new slats at no cost. It will be the customer's responsibility to pay for the freight, F.O.B. Marquette, Iowa, as well as the total cost of installation of the replaced slats.

HOLD DOWN SYSTEM

The transfer conveyor is equipped with combination hold down return rollers for the purpose of supporting the chain and flights on the top side of the conveyor and preventing the chain and flights from raising off the floor of the conveyor. The rollers are extremely heavy-duty and are heat treated for long life. They are supported by 2-11/16 in. diameter return roller shafts with 2-11/16 in. diameter flange block bearings.

The bearings are mounted to spring loaded bearing boxes which cushion shocks caused by chunks of asphalt or foreign material that may enter the conveyor. The spring loaded roller system also substantially reduces the chance of a plugged or jammed conveyor.

CONVEYOR COVERS

Lightweight and durable 3/4 in. MDO plywood inspection covers are held to the top of the conveyor with a series of clamp-down devices.

The covers are lighter and are a better insulator than the metal covers used by many competitors.

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REMOTE CONTROLLED FLOP CHUTE WITH FIVE POSITION FEED GATE

The remote controlled flop chute is for use with batch plants having a leg configuration large enough to allow the flop chute to fold out the side to allow for truck clearance when not in use. There also must be sufficient space on the side of the tower to set up the slat conveyor and silo. The flop chute system is equipped with a five position, remote controlled feed gate which can be actuated from the operator's control station.

ONE GENCOR HY-WAY HELICAL COIL THERMAL FLUID HEATER MODEL HYFGO-200

The helical coil thermal fluid heater is rated at 2.0 million BTU/hr. input for operation with a No. 2 oil/natural gas* fired fully automatic forced draft burner. The heat exchanger consists of a tightly wound, pipe coil within the shell. The heater package consists of burner, pump set, control system, heater piping, and separate expansion tank. The Gencor Hy-Way unit, with its high degree of efficiency and resulting low stack temperature, is designed and built to overcome both high maintenance cost and energy loss associated with conventional heaters. Units operating in plants have proven to sustain initial efficiency and maintain operational dependability. Each unit has the following as standard features:

- Helical pipe coil with generous heating surface provides uniform thermal fluid velocity for maximum heat transfer and eliminates stagnant flow that creates hot spots and resulting sludge. Heat transfer surface is 310 sq. ft.
- Centrifugal pump rated at 180 GPM and 10'/second velocity through the system with 15 HP TEFC motor, ensures positive circulation throughout the system. The pump is equipped with mechanical seals to virtually eliminate leakage.

EXPANSION TANK STAND

For stationary installations one stand for mounting and elevating the 275 gallon expansion tank (supplied with heater) and setting it near the heater.

- Burner is for low/high/low operation and is complete with flame safeguard control. UL approved fuel train. Burner weather control is included.
- The control system includes an NEMA 4 enclosure, pump and burner controls, temperature controller, thermal fluid controls for over-temperature, and low level, and stack over-temperature control. Control enclosure includes indicator lights for system status check.
- Remote expansion tank maintained at ambient temperature eliminates a fire hazard and further prevents sludge buildup. Tank is equipped with visible level indicator.

The burner head is removable. Both heads are lined with ceramic fiber to improve heat utilization and maintain proper insulation. In addition, the entire outer shell is fully insulated and covered with embossed aluminum to further minimize heat loss.

External piping is 2" with supply and return connections.

Power required is a 460 volt, 3 phase, 60 HZ power supply, with 120/1/60 control voltage.

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As an extension to our standard warranty, at an additional cost we will cover the helical coil for five years against defects in material and workmanship. Under this warranty, coils found defective will be exchanged free of charge. Contact factory or our dealer for pricing.

*The use of recycled, waste or heavy oils, or any other unconventional fuel in this unit, other than No. 2 oil or natural gas, will void all warranties on this heater. *OK LPG*

The unit is 14'0" OAL, 5'4" W, 7'7" H; WT 5,640 lbs.

ONE HY-WAY HORIZONTAL 30,000 GALLON TANK
MODEL CTS-30, SINGLE COMPARTMENT
SKID MOUNTED

*Provisions for
 future additions
 J. M.*

The Hy-Way Model CTS-30, 30,000 gallon storage tank with a 10' diameter by 51'4" length, is constructed in accordance with UL-142 of 1/4" plate. Heads are 1/4" reinforced steel. The following features are standard:

- Tank mounted on a series of integral saddles within the heavy-duty, full length skids to provide maximum support.
- 20" manhole with quick-release hatch at plant end of tank.
- External ladder for access to manhole with internal ladder for tank entry.
- All exposed steel surfaces are primed and finish-painted.
- 1" sampling valve near plant end of tank.
- Internal 4" vent and overflow with external outlet just above skid, located at manhole end of tank.
- Piping includes flanged process supply and return connections at manhole end of tank. Flanged fill connections are at end opposite plant end. Tank is also equipped with one 3" female NPT outlet at bottom center of each head, and two 4" female NPT connections through top ridge of tank shell.

Fill end of tank is equipped with a flanged suction line to allow fill pump to be used to recirculate product in tank.

INSULATION PACKAGE

Tank insulation consists of high-efficiency R-15 rated firm fiberglass insulation (equivalent to 5" standard fiberglass) surrounding the entire shell and heads, covered with embossed aluminum. A longitudinal support along the top of tank under the aluminum skin prevents damage to the skin from foot traffic.

HOT OIL HEATING UNIT

The heating equipment consists of Gencor Hy-Way Model HC1642P 16 pass 2" pipe coil, 42' long with solenoid valve and weather-tight indicating temperature controller.

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- Pipe coils are shop-pressure tested
- Heating equipment is installed at end of tank opposite manhole end.
- Coil inlet and outlet block valves are provided for servicing coil and solenoid valve.
- Coil is piped to 2" insulated hot oil supply and return manifolds running from one end of tank to the other.
- Power required: 120/1/60

ONE HY-WAY HORIZONTAL 30,000 GALLON TANK

MODEL CTS-30, SPLIT COMPARTMENT (15/15)

SKID MOUNTED

*PROVISION
FOR FUTURE
ADJUSTABLE.*

The Hy-Way Model CTS-30, 30,000 gallon storage tank with a 10' diameter by 51'4" length, is constructed in accordance with UL-142 of 1/4" plate. Heads are 1/4" reinforced steel. The following features are standard:

- Tank mounted on a series of integral saddles within the heavy-duty, full length skids to provide maximum support.
- 20" manhole with quick-release hatch at plant end of tank.
- External ladder for access to manhole with internal ladder for tank entry.
- All exposed steel surfaces are primed and finish-painted.
- 1" sampling valve near plant end of tank.
- Internal 4" vent and overflow with external outlet just above skid, located at manhole end of tank.
- Piping includes flanged process supply and return connections at manhole end of tank. Flanged fill connections are at end opposite plant end. Tank is also equipped with one 3" female NPT outlet at bottom center of each head, and two 4" female NPT connections through top ridge of tank shell.

Fill end of tank is equipped with a flanged suction line to allow fill pump to be used to recirculate product in tank.

DUAL COMPARTMENT

The tank is divided into two compartments by a double bulkhead, 15,000 gallon compartment at plant end, and 15,000 gallon compartment at fill end. Each compartment has its own manhole and vent/overflow. Fill and process supply and return connections for both compartments are at tank heads.

INSULATION PACKAGE

Tank insulation consists of high-efficiency R-15 rated firm fiberglass insulation (equivalent to 5" standard fiberglass) surrounding the entire shell and heads, covered with embossed aluminum. A longitudinal support along the top of tank under the aluminum skin prevents damage to the skin from foot traffic.

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HOT OIL HEATING UNIT FOR EACH 15,000 GALLON COMPARTMENT

The heating equipment consists of Gencor Hy-Way Model HC1621P 16 pass 2" pipe coil, 21' long with solenoid valve and weather-tight indicating temperature controller.

- Pipe coils are shop-pressure tested
- Heating equipment is installed at end of tank opposite manhole end.
- Coil inlet and outlet block valves are provided for servicing coil and solenoid valve.
- Coil is piped to 2" insulated hot oil supply and return manifolds running from one end of tank to the other.
- Power required: 120/1/60

ASPHALT BATCH PLANT SYSTEM PUMP SET

The Gencor Hy-Way Model AP4J25 complete with pump and strainer unit consists of a 4" positive displacement pump, with relief valve, designed for 350°F service rated at 300 GPM, complete with 25 HP TEFC motor for 460/230 volt, three phase power supply, V-belt drive, and belt guard, base mounted. Each unit has the following standard features:

- Pump and strainer each jacketed for hot oil heating, uninsulated.
- Flanged fittings.
- Strainer with removable top for cleaning.
- Included is a fused combination motor starter.

ASPHALT BATCH PLANT SYSTEM PUMP PIPING PACKAGE**MODEL BP423HU***WITH RECIRCULATING
LINES*

The batch asphalt system pump, is shipped loose for field installation and includes piping from two tanks with a total of three compartments to the tower. Piping is 4" and jacketed for hot oil heat and includes necessary butterfly valves, gaskets, jumpers, nuts and bolts.

ASPHALT UNLOADING PUMP PIPING PACKAGE**MODEL UP423HU***WITH RECIRCULATING
LINES*

The asphalt unloading pump, is shipped loose for field installation and includes piping from two tanks with a total of three compartments to the pump. Piping is 4" and jacketed for hot oil heat and includes necessary butterfly valves, gaskets, jumpers, nuts and bolts.

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THREE HY-WAY ASPHALT BATCH PLANT SYSTEM PIPING PACKAGES

MODEL BPS-411-HU

*WITH RECIPROCATING
LINES*

Each batch pump system is shipped loose for field installation and includes piping from one tank with a total of one compartment to the tower and back to the tank. Piping is 4" and jacketed for hot oil heat, uninsulated, and includes necessary butterfly valves, gaskets, jumpers, nuts and bolts.

NOTE: In addition, cross-over valves and piping are included to allow any of the three (3) system pumps to be used to supply and return product from any of the three (3) tank compartments in the event that a given pump is down.

WIRING IN CONDUIT

All equipment provided by Gencor will be wired in conduit to junction boxes mounted on the equipment for field installation of conduit between the J-box and the motor control center or console. All conduit and wiring between control center and junction boxes will be supplied by others.

Note: Equipment such as screw conveyors, pumps and rotary valves do not need junction boxes.

PAINT

Standard paint is Gencor gray with safety blue railings. Prior to painting, the equipment is sandblasted, or solvent wiped and acid prepped. Galvanized surfaces, such as on the silos, after being prepped are primed with a two part epoxy primer and dried before applying the finishing coat of enamel. The drum shell is sandblasted and painted with a high temperature (800°F to 1,000°F) flat black paint. These high quality materials notwithstanding, the high temperatures in the drum preclude any guaranty on the life of paint on the drum. The special metal treating processes, however, and high quality materials used, produce a very good appearance and quality coatings which will resist oxidation and peeling.

If other than our standard colors are desired, the paint (Low VOC — lead free) must be supplied by the purchaser, and application or processes which require additional labor will involve some additional cost.

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SELLER'S ERECTION AND START-UP RESPONSIBILITIES

1. DRAWINGS

Upon receipt of order, Seller will furnish to the Purchaser: 1) a customer profile drawing, 2) a footing drawing to indicate the normally anticipated dead and live loads of the equipment and 3) an electrical schematic. Seismic and wind loads must be determined by the Purchaser and his consultant and added to the figures indicated on the footing drawing in order to meet requirements prescribed by appropriate governing agencies.

2. INSTALLATION AND START-UP SERVICE

Included in the price of the equipment is adequate field engineering service to assist and train the Purchaser's installation crew and operator in the proper manner to install and operate the equipment. Included in this time period is the time required to make the initial calibration of the equipment and to train the operator in the calibration and production process. If additional days are requested or required after the initial training period, it will be the Purchaser's responsibility to pay for such services at the rate of \$450.00 per day (per man) already on the job site. Additional personnel or all return trips will be billed at \$450.00 per day plus travel and living expenses.

Unless specifically detailed on the sales contract, our service personnel will not erect components that the contractor has purchased from other sources or used components that are furnished by the Purchaser.

If in carrying out their duties under this agreement, our personnel become restrained, interfered with, or prevented from working or carrying out their duties for whatever reason, including local union rules, or objections from customer employees, our personnel will then function only in the advisory capacity, or as permitted, or limited, and there will be no deductions allowed from the costs of the equipment required to offset the costs of additional personnel (union or nonunion) or equipment required as a result of such interference and limitations which are beyond our control.

If unsafe working conditions exist, our personnel are required to stop until the deficiencies are corrected and may be required by their management's direction to leave the job.

Our field engineer(s) will provide the following services:

- a. On site supervision for erection of all new equipment. This includes the following: initial calibration, start-up operation, shut down and clean up of the system.
- b. Review and supervise daily start-up, normal operating procedures, and daily shutdown and cleanup demonstration.
- c. Review recommended daily maintenance procedures.
- d. Review recommended periodic maintenance procedures.
- e. Meet with the appropriate personnel involved in the daily operation of the equipment to review and explain recommended safety procedures.

Through the years, we have developed specific field-proven installation procedures, and these procedures should not be altered or changed radically by the owner and/or his representative without consultation with the Seller. The basic intent of these procedures is to install the equipment in a safe manner through procedures that minimize damage to the equipment and/or injury to personnel.

IMPORTANT NOTES:

1. Installation and start-up service (including travel time) not to exceed 30 (thirty) consecutive days.
2. In performing our responsibilities under "Installation and Start-Up Service" above, we assume no role nor responsibility for the management, supervision, or safety of any personnel at the site other than our own Gencor employees.

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GENCOR INDUSTRIES, INC.

PURCHASER ERECTION AND START-UP RESPONSIBILITIES

1. DESIGN AND INSTALLATION OF FOOTINGS

All concrete footings, bulkheads for cold feed bins, anchor bolts, base plates, and foundations are to be designed and provided by the Purchaser and a licensed engineering firm authorized to do business in the state where the equipment is to be erected. The Purchaser and his representative will be solely responsible for determining all applicable building codes and appropriate soil bearing values and insuring that all footings and foundations are adequate to support all dead and live loads, both positive and negative, exerted by the asphalt plant system and related equipment.

THE PURCHASER AND HIS REPRESENTATIVE ARE SOLELY RESPONSIBLE FOR ALL SITE WORK AND DETERMINING AND INSURING ADEQUATE SEISMIC AND WIND LOAD BEARING CAPABILITY IN THE DESIGN OF THE FOOTINGS.

GENCOR INDUSTRIES, INC. ("GENCOR") WILL IN NO WAY BE RESPONSIBLE FOR THE COST, DESIGN, OR INSTALLATION OF ANY FOOTINGS, FOUNDATIONS, AND SITE WORK.

All footings and foundations must be complete and ready to support the asphalt plant equipment and components at least seven days before erection of the equipment can begin.

In the event the system/equipment is skid-mounted, the site must be graded appropriately and be of applicable dead and live loads. The Purchaser must adhere to the plant layout supplied by Gencor which will contain the recommended soil bearing capacities.

2. INSTALLATION AND START-UP LABOR

Purchaser is responsible for providing a properly skilled and supervised installation and start-up crew. An adequate number of personnel should be supplied to complete the installation in accordance with the allotted time specified in the sales order contract.

Purchaser is responsible for equipment, programming, etc., purchased from vendors other than Gencor. If any service or part is needed to interface Gencor Equipment, the Purchaser should order directly from vendor supplying that component or service.

The Purchaser is liable for any additional costs incurred due to lost time and downtime caused by inadequate labor, tools, and materials which are the Purchaser's responsibility.

3. LIFTING EQUIPMENT

- a. **PREERECTION.** All tow-away equipment purchased from Gencor is provided with portability, including an axle/suspension package, fifth wheel attachment, and all necessary air and electrical connections. All portability components are the property of Gencor, unless purchased by the Purchaser, and are to be removed at the time of delivery. It will be the sole responsibility of the Purchaser to provide and pay for all lifting equipment, including operators, required to unload all incoming tow-away units and trailers, as well as the reloading and portability items. The Purchaser is expected to unload this equipment on a timely basis any time during daylight hours, including Saturdays and Saturdays preceding holidays. If, for whatever reason, Purchaser fails to proceed in a timely manner, Gencor will invoice the Purchaser for lost time and related expenses.

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- b. **SELECTION OF LIFTING EQUIPMENT.** Due to the many variables associated with lifting and positioning of equipment, including variations in site profile and even variations among nominally identical cranes, it is impossible for Gencor to prescribe exactly what lifting equipment may be necessary for any particular installation. Gencor will provide weights and dimensions for Gencor equipment before delivery, but it will be the sole responsibility of the Purchaser to provide and pay for adequate lifting equipment, including operators, to handle the erection of all asphalt plant equipment.

NOTE - Due to erection site congestion or various other considerations, some installations may require that the equipment be placed with more than one crane. It may be necessary that the rigging firm conduct an on-site inspection prior to the erection date to make a proper determination of what machinery, slings, clevises, equipment, and manpower will be necessary to safely and successfully complete the lifting portion of the plant erection process. Purchaser is hereby notified of the importance in securing a competent, reliable rigging firm with experienced personnel to complete this job in a safe and timely manner. Gencor will not provide riggers, slings, clevises, or any form of lifting device unless specifically agreed to in writing.

4. SECUREMENT OF EQUIPMENT TO FOUNDATIONS

After the equipment has been lifted and maneuvered into proper position, the Purchaser will be responsible for the attachment of the asphalt plant equipment to the base plates, using either the weld-down or bolt-down method. If the weld-down method of securement is used, the Purchaser must provide and pay for a certified welder and a 400 amp minimum arc welding machine. All foundations and footings must be accurate and level as prescribed on the profile and footing drawings. If not, the Purchaser will be charged for any delays on a per diem rate. Gencor recommends that each base plate be secured to the foundation with a minimum of six No. 8 reinforcing rods, 38" in length and properly secured to the base plates as detailed on the footing layout provided by Gencor.

WARNING - PURCHASER IS HEREBY NOTIFIED THAT BASE PLATE FAILURES HAVE OCCURRED, RESULTING IN EXTENSIVE PROPERTY DAMAGE. IN ALL CASES, IT IS THE PURCHASER'S RESPONSIBILITY TO ENSURE THAT ALL BASE FOOTING PLATES ARE FULLY CAPABLE OF TRANSMITTING ALL DEAD, LIVE SEISMIC, AND WIND LOADS, BOTH POSITIVE AND NEGATIVE, TO THE FOUNDATION.

5. PRIMARY POWER

It will be the Purchaser's responsibility to procure and install primary power to the motor control center on a timely basis. Unless otherwise specified by Purchaser and specifically detailed in the sales contract, three phase 440/480 voltage will be required with adequate current strength based upon the amount of electrical equipment in the system. Power should be installed by the time erection is complete. If a return trip is necessary due to electrical work not being completed, it will be at the Purchaser's expense.

NOTE - A service entrance ground fault interrupter may be required on certain installations. The Purchaser will be solely responsible for determining if the ground fault interrupt is required and for its procurement and installation costs.

6. WIRING

- a. **SO TYPE.** Unless specifically stated otherwise on the sales contract, Gencor will provide all components with SO type portable cable, prewired at the factory and provided with power and control cable of adequate length based specifically on the layout plan that has been provided to the Purchaser.

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b. CONDUIT. If governing codes require power and control cable in conduit, the Purchaser will be solely responsible for the procurement and cost of all conduit, the installation of the conduit on site, as well as on the equipment, and the design of the conduit system. Gencor will provide SO cable at the Purchaser's request. It will be the sole responsibility of the Purchaser to install conduit of adequate size to accommodate the conductors and to determine if such a system will meet codes.

c. The Purchaser is responsible for trenching, trenching machinery, and operator. The trenching must be conducted on a timely basis so as not to impede erection. All oversize PVC, elbows, weather heads, etc., must be provided and installed by the customer.

NOTE - If the Purchaser elects to change the position of any component from what was shown on the layout plan, he will be solely responsible for the replacement cost of any and all cables rendered too short as a result of the change.

NOTE - In all cases, the Purchaser will be solely responsible for the cost of all conduit and the installation of the wire in the conduit. If it is determined that the SO cable will not meet code, no deduction whatsoever will be allowed for the standard SO type cable normally supplied.

7. WELDING

It is the Purchaser's responsibility to provide an acetylene torch and one 400 amp minimum arc welding machine with leads of adequate length to reach the top of the silo system.

8. ON-SITE PLUMBING

a. COMPRESSED AIR. Unless a new air compressor is purchased from Gencor, Purchaser will be expected to provide compressed air at 120 psi minimum (150 psi for safety gates or long-term storage gates) to the upper leg frame of Silo 1, to the burner if required, to the asphalt pump pallet, to the fire door on the duct work if furnished, and to the base of the slat conveyor for operation of the optional reject and fuel oil cleanout system, to be available no later than the first scheduled day of erection in order that all interconnecting air lines may be properly tested.

b. HOT OIL. The Purchaser will be expected to provide and install all hot oil lines, including insulation, to asphalt tanks, between asphalt tanks, to asphalt pump pallet, to asphalt unloading pump and to all transfer booster pumps and from those pumps to any equipment set up for hot oil heat. Hot oil lines to silos and cones must be installed and operational at the time of initial start-up of the storage equipment if mix is to be stored beyond even a few hours.

NOTE - Hot oil must be available to the main slat conveyor and all other components equipped to be heated by hot oil prior to initial start-up of the equipment. In no case will Gencor accept any warranty claims on damaged system components if the Purchaser elects not to hook up or use heat on the initial or daily start-up of the asphalt plant and auxiliary equipment.

c. ASPHALT LINES. Unless otherwise specified on the sales order, Purchaser will be expected to provide and install all asphalt lines, including jacketing and insulation, from unloading pump to tank(s), between tanks, to the asphalt pump pallet, and to the drum mixer from the pump pallet. Asphalt lines must be installed and operational at/or before completion of erection.

9. INSURANCE

The Purchaser assumes responsibility for insurance of all silo system components and equipment immediately upon delivery of the equipment into the hands of a common carrier, or, in cases when delivery of equipment to a site designated by the Purchaser is to be made by Gencor, from the time

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Gencor disconnects tractor from the equipment. The Purchaser is responsible for and assumes all risks of loss or damage by fire, theft, lifting, hoisting, or other casualty for the full amount of the contract and agreement with Gencor.

IN NO CASE DOES THE PURCHASE PRICE INCLUDE THE COST OF ANY INSURANCE THAT WILL BE REQUIRED FROM THE TIME GENCOR RELINQUISHES CUSTODY AND CONTROL OF THE EQUIPMENT. Failure of the Purchaser to provide insurance shall in no way relieve him of full and total responsibility for all risks or losses from any cause of damage or destruction of any and/or all of the equipment.

NOTE - Experience indicates that many common carriers are self-insured and are often reluctant to make quick settlements for damage. Gencor therefore recommends that overriding trip insurance be secured by the Purchaser on all equipment to be moved in such a manner.

10. SPECIAL CODES AND REGULATIONS

Due to the wide variation of requirements and restrictions among the states, municipalities, provinces, and territories, it must be the Purchaser's responsibility to find out what special equipment or installation procedures might be required and what codes and standards apply in his area and to so notify Gencor at the time the initial order is signed. Purchaser will be solely responsible for the procurement and cost of any necessary permits, certifications, or approvals which may be required by any local, provincial, state, or federal authorities or utilities.

NOTE - Liquid propane (LP) and natural gas burner options exclude regulator or any hook-up components which may be required by any local, provincial, state, or federal authorities or utilities.

11. RAW MATERIALS

Purchaser will be expected to have on hand and in place all raw aggregate, recycled aggregate, burner fuel, liquid asphalt, heating oil, lubricants, and any and all other materials necessary for the production of asphalt concrete at or before the time of erection.

12. PERMITS

The Purchaser assumes responsibility for obtaining all permits required for construction and erection. These permits are to be secured and in place prior to delivery. The Purchaser is liable for any costs incurred by Gencor due to lost time and downtime caused by the delay in obtaining these permits. In the event Gencor is required to testify, all costs are the responsibility of the Purchaser.

13. EPA OPERATIONAL PERMIT

Purchaser is responsible for all costs of services provided by a certified, licensed testing laboratory used to secure EPA permits. See section entitled, "Emission Control Warranty".

14. TRADE-IN OF EQUIPMENT

In the event this transaction involves trade-in of any type, the parties agree to the following:

- a. Seller warrants and affirms that it has unencumbered title to the trade-in equipment specifically defined as:
- b. Seller agrees to meet with prospective purchasers of the traded-in equipment for viewing and discussing the equipment and to present it in a positive manner using best efforts to promote its sale.

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- PROVIDED BY
D'AMBRA EQUIP. INC.*
- c. Upon sale Seller agrees to disassemble the equipment and load it on common carriers as may be arranged by Gencor, or the purchaser of such equipment.
 - d. During disassembly, the Seller is to match-mark all components and pieces, including the wiring, piping, etc., at the point of disassembly, and to insure against cutting, burning, or breaking of wiring, piping, or steel components.
 - e. Seller is to provide secure storage of all equipment until sold.
 - f. Seller and Gencor shall collectively initial each equipment item as described in the trade-in summary of the equipment sales contract.
 - g. Purchaser is to see that the dismantling and loading process is carried out in a safe and proper manner so as to protect personnel or equipment from damage, injury or loss. Purchaser agrees to indemnify Gencor for any resulting losses.
 - h. If any equipment is removed, damaged, or withheld from shipment by the Purchaser so as to diminish the value of the traded-in equipment at fair market value for similar equipment, Purchaser will be liable to and agrees to indemnify Gencor for such diminution of value.
 - i. Purchaser agrees to indemnify Gencor against any loss, government action, or any other liability arising of this transaction including but not limited to environmental loss, penalties or damages.

15. TRUCK SCALE CERTIFICATION

Due to the wide variation of requirements and restrictions among the states, municipalities, provinces, and territories, it must be the purchaser's responsibility to pay for and coordinate scale certification and/or installation.

NOTE - Unless specifically agreed to in writing, it is the Purchaser's responsibility to install the truck scale.

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GENCOR INDUSTRIES, INC. STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Gencor" means Gencor Industries, Inc.
- 1.2 "Purchaser" means the original purchaser described on the face of this order and, for the purposes of Paragraphs 6 and 7 below, if such original purchaser is a Gencor distributor, "Purchaser" includes the original purchaser from such distributor.
- 1.3 "Product" means Gencor asphalt plants, including components of such Product, related accessory equipment, and parts installed thereon sold under this Order.
- 1.4 "Part" means any material, accessory, equipment, or part, other than constituting a Product used in connection with the repair, servicing, and modification of a Product sold under this Order.
- 1.5 "Vendor" means any company supplying approved components used in the manufacture of the Product by Gencor.

2. DELIVERY

Products and Parts shall be delivered F.O.B. a Gencor manufacturing facility, or other shipping point designated by Gencor. Title to, risk of, and liability for loss or damage to any Products or Parts shall pass to Purchaser on delivery at such F.O.B. point. Delivery dates quoted are approximate. Gencor shall not be responsible or liable for delay in delivery on account of any cause to the extent it is beyond Gencor's reasonable control or not caused by Gencor's fault or negligence. Actual delivery dates of the equipment will be established upon acceptance of the order by the customer and Gencor Industries, Inc.

3. ACCEPTANCE

Purchaser agrees that Purchaser shall inspect each Product and Part received from Gencor immediately after receipt and promptly thereafter notify Gencor in writing of any non-conformity or defect therein, giving the reasons therefor. Purchaser further agrees that failure to give such notice (including any notice of rejection) promptly after receipt by Purchaser thereof or commercial use of any Product or Part shall constitute acceptance of any Product or Part received. Acceptance shall be final, and Purchaser waives the right to revoke acceptance for any reason, whether or not known by Purchaser at the time of such acceptance. The giving of any such notice by Purchaser shall automatically cause the provisions of Paragraph 6 hereof to apply to and govern the rights, obligations, and liabilities of the parties with respect to such non-conformity or defect, provided that under no circumstances shall rejection give rise to any liability of Gencor for incidental or consequential damages or losses of any kind. This proposal becomes a binding agreement between the parties only after it has been signed by the Purchaser and then accepted by an officer of Gencor in Orlando, Florida, after which a fully executed copy shall be mailed to Purchaser.

4. PAYMENT, SECURITY, AND INTEREST

Payment terms shall be as stated elsewhere in this Order. If such terms do not provide for payment in full of the purchase price on or before delivery of any Product or Part described in this Order, Purchaser hereby grants to Gencor a purchase money security interest in such Product or Part, and in all additions, substitutions, and accessions, and in all proceeds thereof, to secure payment in full of the purchase price of such Product or Part, interest thereon, and all costs incurred or associated with such security interest or the enforcement thereof by Gencor. Purchaser further agrees to execute such documents, including financing statements, and to take such action, including filing and recording, as Gencor shall request to perfect and confirm the interest of Gencor in such Product or Part. Purchaser shall be obligated to pay interest on any amount of the purchase price of any Product or Part not paid when due at (a) the highest rate of interest permissible under the law of the state of Purchaser's principal place of business, or (b) eighteen percent (18%) per annum, whichever is less. Purchaser further agrees to pay reasonable attorney's fees incurred by Gencor in enforcing any of its rights hereunder.

5. TAXES

Prices set forth in this Order do not include any taxes applicable to any Products or Parts or other goods or services sold by Gencor. In addition to the purchase price set forth in this Order, Purchaser shall pay to Gencor upon demand the amount of any sales, use, excise, or similar taxes imposed by any federal, state, or local taxing authority within the United States, and the amount of all taxes imposed by any taxing authority outside the United States, required to be paid by Gencor as a result of any sale, use, delivery, storage, or transfer of any Products or Parts. If Gencor has reason to believe that Gencor is required by law to collect or pay such taxes, Gencor will add the amount thereof to the purchase prices.

6. WARRANTY

6.1 **WARRANTY.** Subject to the limitations set forth elsewhere in this Order, Gencor warrants to Purchaser that, at the time of delivery to Purchaser, each Product and each Part manufactured by or for Gencor to its detailed design shall (a) conform to the applicable specification for such Product or Part and (b) be free from defects in workmanship and material. The warranty of conformance set forth in (a) above shall not survive delivery to the acceptance by Purchaser, the warranty with respect to workmanship and materials set forth in (b) above shall survive delivery and acceptance by Purchaser only upon the conditions and subject to the limitations set forth in Paragraphs 6.2 through 6.8 of this Warranty. This Warranty shall not apply to any component, Part, or accessory

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of any Product, or to any Part, not manufactured to Gencor's detailed design. No other representation or modification of this warranty and no other representation or warranty with respect to any Products or Parts sold by Gencor shall be binding upon Gencor unless such modification or other representation or warranty is made in writing and signed by an authorized officer of Gencor. Warranty and conditions of Vendor supplied components used by Gencor in the manufacture of the Product under contract will not extend past those offered by the Vendor. Warranty claims on Vendor supplied material will conform to the Vendor's terms and conditions. Gencor asphalt plant Products are warranted against defects, materials and workmanship, for a period of six months from date of shipment from Gencor's plant to original user, or for the first 1,000 hours of operation, whichever comes first. All warranties are null and void on any portion of any Gencor Product or component which has, in Gencor's judgment, been adversely affected by the unauthorized installation or use of any Part, attachment, or equipment not designed, manufactured, or sold by Gencor. No warranty, expressed or implied, shall apply to any used machinery supplied by Gencor.

Any warranted items deemed by manufacturer defective in materials or workmanship will, at manufacturer's option, be repaired or replaced, F.O.B. shipping point. Shipping of such items will normally effected by motor carrier, collect to Purchaser, dealer, or receiving agent. Air freight shipment is available upon specific request. All extra costs are to be assumed by purchaser.

6.2 WARRANTY AND NOTICE PERIODS. The rights and remedies of Purchaser and Gencor's obligations and liabilities with respect to each defect in material or workmanship are strictly conditioned upon the defect having become apparent to Purchaser and upon Gencor's warranty administrator having received written notice of defect within six (6) months after acceptance by Purchaser.

6.3 CONDITIONS. The rights and remedies of Purchaser and Gencor's obligations and liabilities with respect to each defect in workmanship or materials also are strictly conditioned upon (a) Gencor's inspection of the Product or Part claimed to be defective, and if Gencor shall so require, the return by Purchaser, at its expense, with all shipping and insurance charges prepaid, of such Product or Part to Gencor at its designated factory or such other place as may be mutually agreeable; and (b) the submission by Purchaser to Gencor's warranty administrator of reasonable proof that the claimed defect is covered by this Warranty and that it did not result from any act or omission by Purchaser, including but not limited to any of the following: (i) failure to properly use all safety devices and guards sold or provided with each Product for its operation; (ii) failure to comply with all operating procedures and maintenance instructions furnished by Gencor with each Product or Part; (iii) alteration of any Product or Part without written consent of an authorized service representative of Gencor; (iv) operation of any Product in excess of its capabilities; or (v) abuse, misuse, or negligent operation of any Product or Part.

6.4 REMEDIES. The rights and remedies of Purchaser and Gencor's obligations and liabilities with respect to each defect in materials or workmanship are limited to the following: if any Product or Part covered by this Warranty proves, upon inspection by Gencor, to contain a defect covered by this Warranty, Gencor shall, at its option, either (a) repair or replace such defective Product or Part; or (b) pay the cost of repairing such defective Product or Part, provided, however, if Gencor determines that the nature of the defect or other circumstances precludes repair or replacement, then Gencor shall have the right, at its option, to fully satisfy warranty obligations hereunder by refunding to Purchaser the full purchase price paid by it for such defective Product or Part upon the prompt return of such Product or Part to Gencor, F.O.B. Gencor's designated shipping destination. Any refund of the purchase price as provided hereunder shall completely discharge any and all obligations and liabilities of Gencor in connection with this Warranty or any such defect.

6.5 WEAR AND TEAR. Normal wear and tear and the need for regular maintenance and overhaul shall not constitute a defect in any Product or Part under this Warranty.

6.6 DISCLAIMER AND RELEASE. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF GENCOR AND RIGHTS AND REMEDIES OF PURCHASER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES, AND RENOUNCES ALL OTHER PRESENT OR FUTURE WARRANTIES, OBLIGATIONS, REPRESENTATIONS, AND LIABILITIES OF GENCOR, TOGETHER WITH ALL OTHER RIGHTS, CLAIMS, AND REMEDIES OF PURCHASER AGAINST GENCOR, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-COMFORMANCE OR DEFECT IN ANY PRODUCT OR PART, INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT OR PART, FOR ANY LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY PRODUCT OR PART, FOR ANY LIABILITY OF PURCHASER TO ANY THIRD PARTY OR FOR ANY OTHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IN ADDITION AND WITHOUT LIMITATION OF THE FOREGOING, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS ORDER, IT IS AGREED THAT GENCOR MAKES ABSOLUTELY NO WARRANTY, UNDERTAKING, OR REPRESENTATION AS TO THE CONFORMITY OF ANY PRODUCT OR PART TO ANY FEDERAL, STATE, OR LOCAL POLLUTION CONTROL OR OTHER EMISSION LAWS, REGULATIONS, OR STANDARDS OF ANY KIND WHATSOEVER, NOTWITHSTANDING ANY PREVIOUS, CURRENT, OR FUTURE COMMUNICATION TO THE CONTRARY.

6.7 NEGOTIATED AGREEMENT. Purchaser understands and agrees that the price of the Products and Parts and the other mutual agreements of the parties set forth in this Order were arrived at in consideration of the provisions of this Section 6, specifically including the waiver, release, and renunciation set forth in Paragraph 6.6.

6.8 NOTE - When Gencor performs any on-site warranty service work, the following will be the Purchaser's responsibility.

1. Provide and pay for any and all lifting equipment, rigging, and carriers deemed necessary by serviceman for the safe and workmanlike performance.
2. Provide and pay for electrical service of adequate capacity.
3. Provide and pay for an acetylene torch and one 400 amp minimum AC welding machine with adequate length leads and a certified welder is required.

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6.9 **EXTENDED WARRANTY TO THE ORIGINAL PURCHASER.** In the event the contract specifies any of the equipment listed below, Gencor will extend the warranty on the items for the period indicated. Gencor will repair or replace the items in the event of premature wear only, provided the Purchaser furnishes documented proof of tonnage processed. In all cases, it will be the Purchaser's responsibility to pay for any disassembly, installation, and freight, F.O.B. factory, for the replacement of such components.

- a. Standard Transfer Conveyor Chain - 750,000 ton prorated warranty on a 4 in. pitch A3433 roller chain (rollers, bushings, and pins).
- b. Standard Transfer Conveyor Slats - One million ton unconditional warranty on the 3/4 in. thick AR slats.
- c. Single Piece Self-Erect Silo, Standard Slat Conveyor Floor System - One million ton unconditional warranty on the slat conveyor floor system. This warranty does not cover floor castings that are broken or otherwise damaged through abuse or misuse of the slat conveyor.
- d. Single Piece Self-Erect Silo, Standard Heavy-Duty Main Slat Conveyor Chain - One million ton prorated warranty on a 6 in. pitch 9856 roller chain (rollers, bushings, and pins).
- e. Single Piece Self-Erect Silo, Standard Slats - One million ton unconditional warranty on the 3/4 in. thick AR slats.
- f. Two Piece Self-Erect Silo, Standard Slat Conveyor Floor System - Two million tons or seven years, whichever occurs first, unconditional warranty on the slat conveyor floor system. This warranty does not cover floor castings that are broken or otherwise damaged through abuse or misuse of the slat conveyor.
- g. Two Piece Self-Erect Silo, Standard Slats - One million ton unconditional warranty on the 3/4 in. thick AR slats.
- h. Heavy-Duty Hot Mix Bucket Elevator, Chain - One million ton prorated warranty on a 6" pitch, 9856 roller chain (rollers, bushings, and pins).
- i. Heavy-Duty Hot Mix Bucket Elevator, Standard Bucket - One million ton prorated warranty on the bolt-on 3/8" abrasion steel buckets, provided the elevator is equipped with the standard cleanout system and the Purchaser has operated the cleanout system in the manner prescribed in the OSM manual.
- j. Standard Heavy-Duty Main Slat Conveyor, Floor System - Three million tons or seven years, whichever occurs first, unconditional warranty on the slat conveyor floor system. This warranty does not cover floor castings that are broken or otherwise damaged through abuse or misuse of the slat conveyor.
- k. Standard Heavy-Duty Main Slat Conveyor, Chain - One million ton prorated warranty on a 6" pitch 9856 roller chain (rollers, bushings, and pins).
- l. Standard Heavy-Duty Main Slat Conveyor, Standard Slats - One million ton unconditional warranty on the 3/4 in. thick slats.
- m. Medium-Duty Slat Conveyor, Standard Slats - One million ton unconditional warranty on the 3/4 in. thick slats.
- n. Medium-Duty Slat Conveyor, Chain - 500,000 ton prorated warranty on a 4" pitch A3433 roller chain (rollers, bushings, and pins).

6.10 **USED EQUIPMENT - WARRANTY DISCLAIMER.** Applicable to all used equipment sold without exception. All used equipment is sold strictly "As is - Where is". With the exception of title warranty, there are not other warranties given, expressed, or implied, including the implied warranty or merchantability or fitness for use. Any damage or loss whatsoever, of any kind or nature, including but not limited to any consequential or incidental damages, are the responsibility of the Purchaser. Seller specifically disclaims all liability claims, including but not limited to claims made pursuant to section 402A of restatement of "Torts".

Purchaser has the sole responsibility to provide the necessary labor and supervision to properly match-mark the plant components during the dismantling process and to see that said used equipment is properly handled, dismantled and loaded - irrespective of whether it is the Seller, its agents, or third parties actually performing the dismantling and loading - and to provide the correct tractor - trailer haul units to remove component on a timely basis.

7. EMISSION CONTROL WARRANTY


Gencor provides this warranty with the purchase of pollution control equipment, either a baghouse (BH), or a venturi wet scrubber (VWS) when used in the wet mode for use with a Gencor asphalt plant (Plant). This emission control warranty is not offered on the above pollution control equipment if it is not interfaced with a Gencor burner, control and other related equipment. Terms which are not otherwise defined herein are used as defined in the Sales Order.

ALL STATES, INCLUDING CANADA:

Gencor warrants to Purchaser that with proper use and subject to the conditions described below, the Plant, when equipped with a properly sized Gencor supplied BH or VWS, will operate in compliance with the U.S. Environmental Protection Agency (EPA) standards for asphalt concrete plants of .04 GR/DSCF particulate emission and 20 percent opacity (40 C.F.R. 60.90 (a) (1) and (2)).

This warranty is strictly conditioned upon the following:

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7.1 Compliance with federal EPA particulate standards shall be determined by a performance evaluation test (the "Test") which shall be conducted within ninety days of shipment from Gencor's factory or sixty days from initial firing, whichever comes first, of the BH or VWS. Failure to conduct the tests in a timely fashion will void this warranty.

7.2 The Test shall only be conducted by professional, licensed personnel approved by Gencor. For baghouses, the Test shall include at least one black light test prior to any tests. On either baghouses or wet scrubbers there will be at least one preliminary test for particulates using the standard EPA method 5 test procedure conducted at least one full day prior to the official EPA test. All tests are to be observed by the Gencor Service Engineer.

7.3 Results of the preliminary Test must be available within twelve hours prior to the time the official Test is taken.

7.4 All costs associated with all tests including the preliminary and official EPA Tests, including plant preparation, cleaning, permits, and necessary adjustments will be paid by the Purchaser.

7.5 All scheduling of the preliminary and official EPA Tests will be the responsibility of the Purchaser.

7.6 All costs associated with cancellations and/or rescheduling, regardless of the cause, will be the responsibility of the Purchaser.

7.7 A service engineer, provided by Gencor, shall be on site for the duration of the Test. The cost of the Service Engineer will be borne by Gencor for the original tests for a period up to three man-days in one trip. If it becomes necessary for additional tests to be run at a later date for any reason, the purchaser will pay the costs for the service engineer using standard Gencor service rates in effect at the time. Gencor shall be notified of the scheduled Test at least seven days in advance of the Test date. Any change in the Test schedule shall be at Purchaser's expense. This warranty will be null and void if the test is not conducted within sixty days after initial firing of the plant or ninety days after shipment from Gencor, whichever comes first. The purchaser will be responsible for placing the equipment in an as new condition prior to the test.

7.8 Gencor will accept only an established, credible testing firm which has high quality, portable testing equipment. It will be the responsibility of the appointed testing laboratory to have the capabilities of analyzing the preliminary and official test results on-site.

7.9 The Plant shall be prepared by the Purchaser's employees at the Purchaser's expense, maintained, and operated in accordance with Gencor's written and verbal instruction to Purchaser and within the parameters indicated on Gencor's specification sheet.

7.10 The Test shall only be conducted with one group of materials which shall be a) all virgin materials OR b) a minimum of 50% virgin materials and a maximum of 50% recycle materials.

7.11 The asphaltic concrete ingredients utilized during the Test and preliminary Test shall be:

- a. Aggregate which is natural, clean, and normal for asphalt concrete production.
- b. Asphalt cement which is of a type having a low paraffin content and high temperature smoke point.

IMPORTANT - It will be the Purchaser's responsibility to provide asphalt cement which is of a type having a low paraffin content and high temperature smoke point. The smoke point must be a minimum of 20 degrees Fahrenheit above the mix discharge temperature.

- c. The materials should also conform to the following criteria:
 1. The total fines in aggregates on a dry basis less than 200 mesh will be 5% or less.
 2. The total fines less than 10 microns (approximately 2000 mesh equivalent) will be no greater than 1% of the total fines less than 200 mesh.
 3. The aggregates processed do not contain any constituents (less than .01% by weight) other than water that can be volatilized at less than 1000°F.
 4. The baghouse differential pressure must be maintained between 2.5 and 3.5" wc during the testing period.


If, with satisfaction of the above conditions, the BH or VWS equipped Plant fails to perform in accordance with this warranty, Gencor will, at its option, take one or more of the following actions.

1. Recommend the changes, adjustments, and repairs necessary for either the BH or DC or VWS to fulfill this warranty.
2. Provide modification of or a like replacement of either the BH or VWS upon return of the BH or DC or VWS F.O.B. Gencor's designated shipping destination.

If the BH or DC or VWS equipped Plant passes the Test on either all virgin materials or with recycled materials (50% maximum), the Plant shall be deemed to comply with and Gencor shall be deemed to have fulfilled its obligations under this warranty.

THE WARRANTY AND LIABILITIES OF GENCOR SET FORTH HEREIN ARE EXCLUSIVE OF ANY OTHER REPRESENTATIONS REGARDING EMISSIONS, POLLUTION CONTROL, OR OTHER ENVIRONMENTAL REQUIREMENTS. THIS WARRANTY SUPPLEMENTS, AND, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, IS SUBJECT TO ALL CONDITIONS STATED IN, THE STANDARD GENCOR CORPORATION WARRANTY WHICH IS ATTACHED HERETO.

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8. INDEMNITY AGAINST PATENT INFRINGEMENT


8.1 INDEMNITY. Gencor shall indemnify and hold Purchaser harmless from and against all claims, suits, actions, liabilities, damages, and costs (excluding any liabilities, costs, loss of revenues, or loss of profit resulting from loss of use, but including costs of replacing the infringing Product or Part, or of otherwise curing any infringement on account of which use of a Product is prevented) in case of any actual or alleged infringement of a United States patent by any Product or Part manufactured to Gencor's detailed design. This Patent Indemnity shall not apply to any component, Part, or accessory of any Product, or to any Part not manufactured to Gencor's detailed design.

8.2 CONDITIONS. The rights and remedies of Purchaser and Gencor's obligations and liabilities with respect to any patent infringement are conditioned upon Purchaser giving Gencor written notice within ten (10) days after Purchaser receives notice of a suit or action against Purchaser alleging infringement, or within twenty (20) days after Purchaser receives a written claim of infringement. Gencor may, at its option, conduct negotiations with any party claiming infringement and may intervene in any suit or action. Whether or not Gencor intervenes, it shall be entitled at any state of the proceedings to assume or control the defense. Purchaser's remedy and Gencor's obligation and liability hereunder are further conditioned upon such Purchaser promptly furnishing to Gencor all data, records, and assistance within Purchaser's control material in any such claim, suit, or action, and (except as to amounts payable under a judgment) upon Gencor's prior approval of payment or assumption by Purchaser of any liabilities, damages, royalties, or costs for which Gencor is asked to respond.

8.3 DISCLAIMER AND RELEASE. THE INDEMNITY, OBLIGATION, AND LIABILITIES OF GENCOR AND RIGHTS AND REMEDIES OF PURCHASER SET FORTH IN THIS PATENT INDEMNITY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES, AND RENOUNCES ALL OTHER INDEMNITIES, WARRANTIES, REPRESENTATIONS, OBLIGATIONS, AND LIABILITIES OF GENCOR AND RIGHTS, CLAIMS, AND REMEDIES OF PURCHASER AGAINST GENCOR, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR THE LIKE BY ANY PRODUCT OR PART.

- 9. SPECIFICATION - CHANGES.** Subject to any changes in specification set forth in this Order, the specifications for Products and Parts shall be those described in, and only in, specific Gencor literature incorporated by express reference into this Order, provided that Gencor reserves the right to change such specification at any time in order to incorporate improvements or make any other changes deemed necessary in any Product, Part, or component thereof.
- 10. ASSIGNMENT.** No assignment of any of Purchaser's rights, privileges, or remedies, nor delegation of any of Purchaser's duties under or in connection with this Order and with respect to any Products, Parts, or services, unless and until Gencor's written consent thereto has been given.
- 11. NOTICES AND REQUESTS.** All notices and requests required to be given under this Order shall be in writing addressed to the parties as set forth in this Order.
- 12. AGREEMENT.** This Order supersedes any prior agreements, representations, or other communications between the parties hereto relating to the subject matter hereof. Acceptance of this Order is expressly limited to its terms in substitution for the terms and conditions set forth in any order, acknowledgement, or other form at any time issued by Purchaser. Purchaser's acceptance of any Product or Part, Purchaser's use of any Product or Part or payment of all or any portion of the price shall conclusively constitute Purchaser's unconditional acceptance of this Order. This Order shall be governed by the laws of the State of Florida and shall not be amended or modified except in writing signed by Gencor and Purchaser.
- 13. CLAIMS.** Gencor shall not consider claims for shortages unless made immediately upon receipt of shipment. Gencor is not to be held liable for delay, damage, or loss, due to production, scheduling, erection, or engineering problems, or to causes relating to acts of God, explosions, transportation, accident, fire, strike, civil or military authority, insurrection, or other causes beyond our control.
- 14. CANCELLATION.** This agreement cannot be suspended or cancelled except with Gencor's prior written consent and, if given, then only after Purchaser reimburses Gencor for expenses, damages, and losses incurred as a result of cancellation.
- 15. TITLE AND OWNERSHIP.** Title to the within described equipment shall remain in Gencor's name until the full price thereof has been paid by Purchaser and upon the complete payment thereof, title shall automatically vest in Purchaser. If Purchaser fails to pay for said equipment in accordance with the terms hereof, Gencor may, at its option, 1) declare the entire sum then remaining unpaid hereunder, immediately due and payable, and may elect to sue for the collection of such amount, in which event Purchaser will pay in addition to said unpaid balance all necessary costs, charges and expenses, including attorney's fees incurred in collection or attempting to collect the same, or Gencor may, 2) with or without legal process, notice or demand, regain possession of said equipment, and hold the same free from claims by Purchaser. In no event will Gencor be responsible for transportation costs of said equipment to original erection site, footing costs, erection costs resulting from any downtime Purchaser might have incurred, loss of production, or any other cost resulting from the purchase and erection of said equipment. Purchaser agrees that in the event it becomes necessary to regain possession of said equipment, Gencor may come upon Purchaser's premises for this purpose and have the use of said premises for the time required to sever the equipment from the real estate, collect the same, and remove it from Purchaser's premises.

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16. **POSTPONED DELIVERY.** If, through no fault of Gencor, delivery is delayed or postponed, the Purchaser shall pay to Gencor any additional costs incurred by Gencor arising from such delay or postponement, and the balance remaining unpaid on the contract price, after effect to such adjustment, shall be come due and payable. The Purchaser shall protect any of the equipment against damaging agents in case of delayed or postponed start-up.
17. **LIMITATION OF PROPOSAL.** The price and terms quoted in this proposal are subject to acceptance by the Purchaser within a period of 60 days from the date hereof, except that Gencor shall have the right to withdraw its proposal at any time before formal acceptance by the Purchaser.
18. **EXECUTION OF CONTRACT.** This proposal is made in triplicate and shall become a contract between the Purchaser and Gencor when accepted by the Purchaser and approved in writing by an officer of Gencor, and when so accepted and approved, it shall be binding upon the parties hereto upon their respective heirs, executors, successors, and assigns, and be considered executed in Orange County, Florida.
19. **LAW CONTROLLING.** This instrument and all questions regarding the performance of the parties hereunder shall be controlled by the laws of the State of Florida, and jurisdiction of any dispute shall be in Orange County, Florida.
20. **NONASSIGNABILITY/COMPLETE UNDERSTANDING.** The rights and liabilities of the parties hereunder are nonassignable. The complete understanding is herein stated.
21. **TRANSPORTATION POLICY**

All prices are based on F.O.B. point of manufacture unless otherwise specified. Final selection of the common carrier and all contracting with our traffic department or the carrier are the Purchaser's responsibility.

Gencor's traffic department will quote a contract price to deliver purchased equipment anywhere in the United States or Canada. The contract price includes the cost to rent the necessary portability packages for each individual item unless optional portability has been purchased by the Purchaser.

If the Purchaser elects to contract with our traffic department to move a given piece of equipment or system, it will be mandatory to sign a freight contract form and return it to our traffic department prior to movement of the equipment.

It is mandatory that the Purchaser is aware of the fact that each portability package must be removed from the component immediately after the equipment arrives at the terminal destination designated by the customer. It is the customer's responsibility to furnish lifting equipment and assistance to remove the portability packages and reload them on to the towing tractor so they can be returned to the factory without delay.

If, for whatever reason, the Purchaser fails to remove the portability packages at the time of delivery and retains them, it will be the Purchaser's sole responsibility to pay the freight back to the factory on the portability packages and also pay the rental rates as follows:

Tandem axle portability packages - \$750 per week

Triple axle portability packages - \$1,000 per week

In addition to the above costs, the Purchaser will be assessed for any damage, shortage of components, or loss of the portability packages.

All freight charges for movement of equipment are due immediately upon delivery of equipment to the destination requested by the Purchaser. It is mandatory that the freight be paid in full at the time that the last load is delivered. The Purchaser will be expected to wire this money to our bank account at this time without exception unless otherwise specified on the cover pages of the sales order.

If the Purchaser elects to hire a contract carrier or haul the equipment with company owned trucks and trailers, the trucking firm must supply all the portability packages or adequate trailers to haul each component. Gencor's traffic department will load the equipment at no charge.

The following directives apply to all common carriers and Purchaser owned trucks.

- A. Gencor will not, under any condition, rent, loan, or lease portability packages or any Part thereof.
- B. All loads must be secured by the driver with chains and binders supplied by the Purchaser or trucking firm before leaving Gencor property.
- C. Gencor will not aid in the obtaining of permits, routing, or the selection of escorts.
- D. At divisions where available, Gencor will offer the use of its truck scales to properly weigh all loads before leaving Gencor property.
- E. Telephone calls can be made by the trucking firm's representatives on Gencor pay phones. Under no circumstance will Gencor allow the use of its transceiver for incoming permits.

SPECIAL NOTE - SALES TAX LIABILITY

If the Purchaser elects to pick up equipment with Purchaser owned trucks, sales tax at the current rate applicable will be charged on all of the equipment. This tax is unavoidable, regardless of whether the owner has a tax resale number in another state and also is applicable to all municipal, state, and federal agencies.

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WJK
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SECURITY AGREEMENT

_____ hereby grants to Gencor Industries, Inc. a security interest in the equipment specified in proposal # _____ this _____ day of _____, 19____, said equipment consisting of those items attached on Exhibit A.

signature of debtor date

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UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so) Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:


By: _____
Signature(s) of Debtor(s)

By: _____
(Signature(s) of Secured Party(ies))

STANDARD FORM - FORM UCC-1.

Note: Original will be sent upon signing of contract

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SIGNATURE PAGE

SHIPMENT AND ERECTION. Gencor agrees to make shipment and Purchaser agrees to accept shipment on or before LAST OF 5/30/8P weeks from receipt of approved layout drawings from purchaser, or notification to Gencor of all necessary received permits, whichever is greater. Shipment subject to prior sales, strikes, acts of God, inability to obtain materials and any other matters beyond Gencor's control and the conditions herein. Any deviations from approved layout drawings and equipment specifications could adversely affect ship date.

A detailed shipping list will accompany the bill of lading and the Purchaser agrees to check this equipment as it is unloaded and any claim for shortage against Gencor will be made in writing within 24 hours of time of unloading, to be followed by an affidavit (if required) from the person in charge of the unloading. Claims for loss in transit will be made on Carrier by Purchaser.

PRICE. Price for the equipment as referenced within this proposal/contract No. HB-00-01-5245C shall be _____ dollars (\$ 1,989,679.00). *WNR*

PAYMENT TERMS.

- NO*
- A. Twenty-five percent (25%) down payment due with signed sales order. *25% WHEN READY TO - ON ARRIVAL*
- B. Balance of contract, including freight, less \$10,000, due the date of release of equipment to the common carrier. This amount is to be wired to our bank account, (see WIRING INFORMATION) or a certified check must be received prior to shipment. Purchaser is hereby notified that interest costs will be assessed equal to the rate described in the fourth sentence of Section 4 (Payment, Security, and Interest) if shipment is delayed or postponed for any reason by the Purchaser beyond the requested shipment date that the Purchaser made at the time the contract was signed. *JOS. MC*
- C. Purchaser is hereby notified that a security agreement and promissory note are required unless the equipment is paid for in full prior to shipment.
- D. Balance of contract, less \$10,000, due on start-up of equipment. If the Purchaser elects not to start the equipment or elects not to erect equipment for any reason, whatsoever, the balance shall come due in full within thirty (30) days from the date the equipment was requested to ship by the customer at the time the order was signed.
- E. All payments must be made in U.S. currency.
- F. Late payments shall be charged an interest charge of the rate described in the fourth sentence of Section 4 (Payment, Security, and Interest).

WIRING INFORMATION: Payments can be wired to AmSouth Bank, 111 N. Orange Avenue, Suite 600, Orlando, Florida, ABA 062-000-019 for credit to Gencor Industries, Inc., Account No. 3720-420854. Contact Pete Ruess at (407) 290-6000, ext. 224.

We are confident that the equipment we propose to furnish your company in this proposal will totally satisfy your requirements and through this, we will have a role to play in your company growth and profitability.

RESPECTFULLY SUBMITTED,

ACCEPTED BY: GEORGE REED CO.

NOTE: ORDER VALID UPON PERMIT APPROVAL

GENCOR INDUSTRIES, INC.

By: *Steve D'Ambra*
Steve D'Ambra
Title: Sales Representative

Date: February 8, 2000

The foregoing proposal is hereby accepted:

By: *George Reed*
Title: *Pres*
Date: *2/10/2000*

APPROVED BY: GENCOR INDUSTRIES, INC.

By: _____
Title: _____
Date: _____

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FREIGHT CONTRACT

Proposal No. HB-00-01-5245-C

I, _____, an authorized representative of George Reed Co., hereafter referred to as the Purchaser, hereby authorizes Gencor Industries, Inc. to transport the asphalt plant equipment and/or components listed in the attached equipment proposal, to Sonora, California at a cost of \$193,539.00, excluding optional equipment.

The above quoted price includes the cost to rent the necessary portability packages for each individual item unless optional portability has been purchased by the Purchaser.

The contract price also covers the cost of all permits, toll fees, necessary escorts, and trip insurance, which is in effect until the time the equipment is delivered, to the preselected location by the Purchaser.

It is specifically understood and agreed that if the equipment is purchased without the optional portability package, Purchaser will have available, at the time of delivery, personnel and lifting equipment to assist in the lifting, cribbing and removal of Gencor's portability package immediately upon delivery of each component. It will then be the responsibility of the Purchaser to load each portability package back on to the haul unit so that it can be returned to Gencor by its authorized carrier. If the immediate return of each portability package is not possible, it will be the Purchaser's responsibility to make prior arrangements with Gencor's Traffic Department to pay the current demurrage and freight charges to return each portability package to Gencor.

Quoted freight price subject to change at time of shipment.

In the event of fuel price increase(s) to the Carrier totalling 5% or more, the Carrier reserves the right to adjust the freight charge to the Purchaser. Freight prices are valid for 30 days only.

Purchaser agrees to make payment to Gencor Industries, Inc. in full immediately upon receipt of equipment.

February 8, 2000

Date

Acceptance

EXHIBIT 4

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: 04-CA-007746
DIVISION: 32
COMPLEX BUSINESS
LITIGATION COURT

FIREMAN'S FUND INSURANCE COMPANY, a
Foreign corporation a/s/o BASIC RESOURCES, INC.
and GEORGE REED, INC., a foreign corporation,

Plaintiff,

vs.

GENCOR INDUSTRIES, INC., a foreign corporation,

Defendant.

VERDICT

WE, THE JURY, return the following verdict:

1. Did Defendant, GENCOR INDUSTRIES, INC. breach the contract with BASIC RESOURCES, INC. and/or GEORGE REED, INC. causing damage to BASIC RESOURCES and/or GEORGE REED, INC.?

Yes ✓ No

Please answer Question #2.

2. Was there negligence on the part of the Defendant, GENCOR INDUSTRIES, INC. which was a legal cause of damage to BASIC RESOURCES and/or GEORGE REED, INC.?

Yes ✓ No

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3:20-

1 page 32x

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calculator

3:52 - ~~20~~

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line 5(6)? #5?

Verdict @ 3:25

If your answer to Questions #1 **AND** #2 are "NO", your verdict is for the Defendant, and you should not proceed further except to date and sign this verdict form and return it to the courtroom. If your answer to Question #2 is "YES", please answer Question #3. If your answer to Question #1 is "YES", but your answer to Question #2 is "NO", please answer Question #5.

3. Was there negligence on the part of BASIC RESOURCES, INC. and/or GEORGE REED, INC., which was a legal cause of their damage?

Yes ✓ No

If your answer to Question #3 is "YES", please answer Question #4. If your answer to Question #3 is "NO", please skip Question #4 and answer Question #5.

4. State the percentage of any negligence, which was a legal cause of damage to BASIC RESOURCES, INC. and/or GEORGE REED, INC. that you charge to GENCOR INDUSTRIES, INC.

Gencor Industries, Inc. 60 %

Basic Resources, Inc./George Reed, Inc. 40 %

Total must be 100%.

If your answer to question #1 **OR** #2 is "YES", please answer Question #5.

5. What is the total amount (100%) of any damages sustained by BASIC RESOURCES, INC. and/or GEORGE REED, INC. and caused by the incident in question?

(a) Physical damage to property	\$ 959,787 - 11 ¹² 575,872
(b) Lost profits	\$ 64,322 - 38,593
(c) Additional expenses	140,422 } \$ 169,716 - 101,829
Total damages of BASIC RESOURCES, INC. and/or GEORGE REED, INC. (please add lines 5(a), 5(b) and 5(c)).	
	202,207 } \$ 1,193,825 716,194

In determining the total amount of damages, do not make any reduction because of the negligence, if any of BASIC RESOURCES, INC. and/or GEORGE REED, INC. If you have found BASIC RESOURCES, INC. and/or GEORGE REED, INC. negligent in any degree, the Court in entering judgment will reduce Plaintiff's total amount of damages (100%) by the percentage of negligence which you found is chargeable to BASIC RESOURCES, INC. and/or GEORGE REED, INC.

SO SAY WE ALL this 26th day of January, 2007.

Mr. Weatherly -
FOREMAN/FOREWOMAN